

**PROPOSED AGENDA – Special Meeting
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION
May 18, 2023**

DATE: Thursday, May 18, 2023
TIME: 12:00 p.m.
PLACE: Windmill Library – Board Room or Join via Zoom Meeting

<https://us06web.zoom.us/j/84641863797?pwd=ek9weTRSbnowZHJBRXNranpJM2hiQT09>

Meeting ID: 846 4186 3797
Passcode: 072262

I. Roll Call

II. Public Comment

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

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

III. Board action to accept Proposed Agenda.

IV. Board action to accept Minutes from:

- a. January 13, 2023, foundation meeting minutes
- b. January 17, 2023, foundation meeting minutes
- c. January 31, 2023, foundation meeting minutes
- d. February 16, 2023, foundation meeting minutes
- e. February 23, 2023, foundation meeting minutes
- f. April 24, 2023, foundation meeting minutes

V. Presentation from Kutak Rock, LLP re: legal services for New Markets Tax Credit Project for West Las Vegas Library.

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- VI. Discussion and possible action to approve Kutak Rock, LLC's proposal for legal services re: New Markets Tax Credit Project for West Las Vegas Library
- VII. Presentation from HintonBurdick CPA and Advisors to Foundation to discuss financial services (taxes and audits)
- VIII. Discussion and possible action to approve the contract for financial statement audit and tax preparation for the Foundation from Hinton Burdick
- IX. Discussion and possible action to approve Pamela Graham to the LVCCLD Foundation board
- X. Discussion and possible action to approve "Books for Babies" Sunrise Hospital Infant Program funding.
- XI. Discussion and possible action to approve site location for the 2024 gala, gala budget, and gala committees
- XII. Discussion and possible action to adopt an annual budget
- XIII. Discussion and possible action to approve by laws
- XIV. President's Report – Elaine Sanchez
- XV. Library District update, Kelvin Watson
- XVI. Development update, JoAnn Prevetti
- XVII. Discussion and possible action on the Foundation Working Group's members and terms
- XVIII. Public Comment

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

- XIX. 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 LASHEA WEST AT (702) 507-6181 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE.

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NOTE: PLEASE CONTACT LASHEA WEST AT (702) 507-6181 OR lashea.west@thelibrarydistrict.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 February 16, 2023, i.e., given at least three (3) working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

- A. By delivering a copy of the notice to each Foundation Board Member;
- B. By posting a copy of the notice at the principal office of the Foundation, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Foundation, to wit:
 1. Clark County Library
1401 E. Flamingo Road
Las Vegas, NV 89119
 2. Enterprise Library
8310 S. Las Vegas Blvd.
Las Vegas, NV 89123
 3. West Charleston Library
6301 W. Charleston Boulevard
Las Vegas, NV 89146
 4. Windmill Library
7060 W. Windmill Lane
Las Vegas, NV 89113
 5. Las Vegas-Clark County Library District Foundation website
www.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 District Foundation Board of Directors.
- D. Next Meeting Dates:
 - August 17, 2023
 - November 16, 2023

Minutes

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION

Board of Directors Meeting

January 17, 2023

The Board of Directors of the Las Vegas-Clark County Library District Foundation met on December 19, 2022, via Zoom at 12:00 p.m.

Board Members in Attendance:

Elaine Sanchez, President
Tamar Hoapili, Vice President
Nicole Rogers, Secretary
Keiba Crear, Director
Fred James, Director
Michael Kalish, Director
Felipe Ortiz, Director
Michelle Sanders, Director
Chris Way, Director
Kelvin Watson, Ex-Officio Director

Board Members Absent: Kelly Benavidez, Director
Jane Mac, Treasurer

Guests: Africa Sanchez, LVCCLD Foundation legal counsel

Roll Call (Item I) President Sanchez called the meeting to order at 12:00 p.m. All members listed above represent a quorum.

Public Comment (Item II) None

Board Action to accept proposed agenda (Item III) Director Crear moved to approve the proposed agenda, Director Way seconded the motion. All voted in favor, motion carried.

Board Action to accept minutes from December 19, 2022 (Item IV) Director Kalish moved to approve the minutes from December 19, 2022. Director James seconded the motion. All voted in favor, motion carried.

Closed Session (Item V)

Minutes – Board of Directors Meeting

December 19, 2022

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Item IV

Discussion and possible action to authorize settlement with Danielle Milam for \$14,000 (Item VI)

Director Kalish made a motion to authorize a settlement of \$14,000 to Danielle Milam. Director Way seconded the motion. Director Ortiz abstained from the vote; all others voted in favor, motion passed.

President’s Report (Item VII)

President Sanchez asked if everyone had a chance to review the report and asked if there were any questions. She stated that she wrote the report mainly for the newer board members to provide clarification on the Foundation’s relationship with the District. President Sanchez continued that it would help if there were to be a joint meeting with the Foundation and Library District Trustees or officers and executives of the Library District. The report also outlines the services that the Foundation provides to the community and some history of the Foundation.

Discussion and possible action on Foundation’s current operations and utilization of LVCCLD staff (Item VIII)

President Sanchez stated that the Foundation has always had LVCCLD staff available to help with the Foundation. With the changes being made with staffing allocations the board needs to figure out the best way to utilize services and at the same time follow the rules of the 501c3. President Sanchez asked if there were any questions.

Director Ortiz stated that he agrees with President Sanchez and this is good opportunity for the Foundation Board and Library District Board to appoint a smaller group to review how we can be economical and efficient so that we meet the goals of the constituency, the public. There have been many changes in legislation and technology since 2003. The Foundation needs to tighten up on roles and responsibilities so that when the library report goes to the Legislature from us or through the Library District, the District feels comfortable allowing us to assist with raising money and being a pass-through for the Library District. Director Ortiz believes it is a good time to appoint two or three people to review areas we can improve on.

Director Ortiz asked if the Foundation has any employees. President Sanchez replied yes, the Foundation has one part-time employee that assists with the book sales. She continued that after speaking with counsel, it is important for the Foundation to review its policies and procedures to ensure we are as compliant as possible. We need to figure out what is the best way for us to move forward. President Sanchez believes the executive officers of the Foundation Board should meet with the executive officers of the District, and she asked legal counsel, Africa Sanchez, how this could be set up

Ms. Africa Sanchez confirmed that Nevada Revised Statutes did allow that meeting to happen but she is unsure of the procedures to get a

joint meeting. Director Ortiz stated that the request for such a meeting would go to the Director, the Chair for the District, and those two would create the agenda items, they would come back with a time frame, and if it would be in a regular meeting or a special meeting.

Director Crear asked about changes that were made in legislation that affect the Foundation. Director Ortiz replied that the changes were those that allowed the Foundation to participate in the New Markets Tax Credit program.

President Sanchez stated that after speaking with legal counsel, it seems like there are some areas where the Foundation will need advice from an employment attorney. Currently the Foundation has an upcoming gala and they have District employees who are assisting in that endeavor. The Foundation will need to talk to counsel about how to move forward to make sure that both the District and the Foundation are happy with their roles. This will allow the Foundation to reach the goal of raising money for programs for the library district. President Sanchez asked if there were any questions from the board. Director Way stated he agreed that we need to proceed with the analysis and consultation with counsel regarding all the issues that have been brought up.

President Sanchez made a motion to have counsel review the agreements between the Foundation and the District to ensure compliance and for the Foundation to request a meeting between the Foundation and the District to discuss these issues. Director Hoapili seconded the motion; all voted in favor, motion passed.

Discussion and possible action – Bylaws amendments (Item IX)

President Sanchez asked Africa Sanchez to give updates from the bylaws committee. Ms. Sanchez stated that the committee met last week and she will have a draft next week of recommendations for amendments to the bylaws.

Discussion and possible action – board terms and nomination of candidates (Item X)

President Sanchez stated that currently there are nine members of the board. She, along with some other members, will be leaving in the middle of the year so there is a need to fill some of the board vacancies.

President Sanchez nominated Shannon Bilbray-Axelrod, highlighting her knowledge of the library as a former District and Foundation board member. Ms. Bilbray-Axelrod introduced herself, stated she is very passionate about the Library District and the Foundation, and would be honored to be a member of the board.

Director Ortiz made a motion to elect Shannon Bilbray-Axelrod to the Foundation Board of Directors. Vice President Hoapili seconded the motion, all voted in favor.

President Sanchez added that she sent out a list of other potential board members to everyone, please look it over and add your

suggestions.

Director Ortiz added that the Library District is eligible to add one person to the Foundation Board and they will be making that decision at their meeting on Thursday.

Discussion and possible action- Annual Report (Item XI)

Vice President Hoapili is working with the Warren group to put together an annual report for the Foundation. She hopes to have a first draft ready in the next week or so. The report will be an electronic file as well as a print-ready version.

Director Ortiz stated it would be great if the report were ready for the start of the Legislative session. President Sanchez stated that once there is a draft, she would share it with the board for final approval.

Public Comment (Item XII)

None

Adjournment (Item XII)

The meeting was adjourned at 1:37 pm.

Respectfully submitted,

Nicole Rogers, Secretary

Minutes

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION

Board of Directors Meeting

January 31, 2023

The Board of Directors of the Las Vegas-Clark County Library District Foundation held a Special Meeting on January 31, 2023, via Zoom at 10:00 a.m.

Board Members in Attendance:

Elaine Sanchez, President
Tamar Hoapili, Vice President
Nicole Rogers, Secretary
Jane Mac, Treasurer
Keiba Crear, Director
Fred James, Director
Michael Kalish, Director
Felipe Ortiz, Director
Michelle Sanders, Director
Kate Turner-Whiteley, Director
Chris Way, Director
Kelvin Watson, Ex-Officio Director

Board Members Absent: Kelly Benavidez, Director
Shannon Bilbray-Axelrod, Director

Guests: Africa Sanchez, LVCCLD Foundation legal counsel
Briana Martinez, Kaempfer Crowell

Roll Call (Item I) President Sanchez called the meeting to order at 10:01 a.m. All members listed above represent a quorum.

Public Comment (Item II) Brain Wilson, Chairman, LVCCLD Board of Trustees, stated that he intended for LVCCLD counsel Gerald Welt to be available for questions at the January 17 Foundation Board Meeting. However, because the agenda was full, Mr. Welt was unable to comment. Thus, Mr. Wilson has asked Mr. Welt to attend today's meeting in case there are any questions that he can answer.

President Sanchez replied that the board cannot discuss any items that are not on the agenda and today's agenda includes only one item, a discussion and possible action to vote on counsel.
Board Action to accept proposed agenda (Item III) Director Crear moved to approve the proposed agenda, Secretary Rogers seconded the motion. All voted in favor, motion carried.

Board Action to vote on counsel President Sanchez asked if all board members had a chance to review the backup documents included in the board packet. She

(Item IV)

explained that the Foundation has engaged Africa Sanchez as its legal counsel, but Ms. Sanchez believes it is in the best interest of the Foundation if she resigns from this position. Ms. Sanchez stated that she has reviewed the letter from the Library District and she believes the Foundation would be better served by counsel who has more non-profit experience.

President Sanchez asked if there were any questions from the board. Hearing none, President Sanchez introduced Briana Martinez from Kaempfer Crowell. Ms. Martinez explained that her firm is a full service law firm, based in Nevada, that does not practice family or criminal law and specializes in land use. Ms. Martinez reviewed her background and gave examples of her current non-profit clients. She stated that if there is an area of need in which she is not expert, she can collaborate with the other attorneys in her firm. She explained that her retainer is a one-time fee of \$2,500 to hire the firm and her standard hourly rate for non-profits is \$270/hr.

Director Sanders asked Ms. Martinez if the use of other attorneys in the office is at her discretion, or is that a decision that the board would be included in. Ms. Martinez replied she would include the board in that decision.

President Sanchez asked Ms. Martinez to speak to her experience with public boards. Ms. Martinez replied that she has worked with many public boards that are required to comply with open meeting laws and she is available to attend some or all of their meetings.

Director Watson asked if the Foundation has funds in the budget to cover legal fees. Treasurer Mac replied that the Foundation budget has a line item for legal and professional expenses.

Director Kalish asked Ms. Martinez if she has any attorneys in her firm with experience in employment law. Ms. Martinez replied, yes, we have two attorneys who specialize in employment law. Director Kalish asked Africa Sanchez if she is withdrawing completely and voiding the one-year agreement. Ms. Sanchez replied, yes.

Director Ortiz stated that he agreed that it was best for the Foundation to secure an attorney with more available resources.

Director Ortiz made a motion to accept Africa Sanchez's withdrawal from the Foundation and accept the proposal from Briana Martinez of Kaempfer Crowell to come on as legal counsel for the Foundation. Director Way seconded the motion, all voted in favor with the exception of Director Kate Turner-Whiteley who abstained.

President Sanchez introduced Kate Turner-Whiteley, a new member of the Foundation Board who also serves on the Library District Board. Ms. Whiteley thanked President Sanchez and stated she is excited to serve on the Foundation Board.

Minutes – Board of Directors Meeting

January 31, 2023

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Item IV

**Public Comment
(Item V)**

Gerald Welt, LVCCLD counsel stated that Kaempfer Crowell served at the Library District lobbyist and asked that Ms. Martinez do a conflict of interest check.

President Sanchez replied that a conflict check has been completed and there is no conflict of interest in hiring Ms. Martinez and her firm.

Adjournment

The meeting was adjourned at 10:22 pm.

(Item VI)

Respectfully submitted,

Nicole Rogers, Secretary

MINUTES

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION

Board of Directors Meeting

February 16, 2023

The Board of Directors of the Las Vegas-Clark County Library District Foundation met on February 16, 2023, at the Windmill Service Center Board Room. 7060 Windmill Ln – 2nd Floor. Las Vegas, NV 89113, and on Zoom. From 12:00 p.m. to 1:30 p.m.

Board Members in Attendance:

Elaine Sanchez, President	Tamar Hoapili, Vice President
Nicole Rogers, Secretary	Jane Mac, Treasurer
Fred James, Director	Felipe Ortiz, Director
Michelle Sanders, Director	Kate Turner-Whiteley- Director
Kelly Benavidez, Director	
Kelvin Watson, Ex-Officio Director	

Absent:

Keiba Crear, Director

Guest:

Nathaniel Waugh-Vice Chair of LVCCLD Board of Trustees
Briana Martinez- Kaempfer Crowell
Joann Prevetti – Director of Development
Lashea West – Development Coordinator

Roll Call (Item I.)

President Sanchez called the meeting to order at 12:02 p.m. All members listed above represent a quorum.

Public Comment (Item II.)

Nathaniel Waugh, Vice Chair LVCCLD Board of Trustees, wanted to thank the group for responding to his email last week. He stated we have established a foundation working group on the board of trustee side. Myself, Benavidez, Whiteley, and Rogers. It is the hope to move past the unpleasantness of the last few months and continue to build and grow our partnership.

President Sanchez thanked him for coming in person to relay the information on the new working group.

Board Action to accept proposed agenda (Item III.)

President Sanchez moved to approve the proposed agenda, Director Benavidez approved, and Director Rogers seconded the motion. All voted in favor, the motion was carried.

Presentation and Discussion on Investments (Item IV.)

Treasurer Jane Mac introduced Darren Whitehurst of Windsor Capital Management, LLC. Darren went over the PowerPoint and explained the details of it. Darren stated this is the best Bond market in years. The best Bond market since 2007. The next 2 to 3 years should be good. Performance is up by 68%.

**Board Discussion
and possible action
to review
Foundation
Investment Policy
(Item V.)**

Treasurer Jane Mac stated to the finance team, that there should be no changes to the investment portfolio. It is well-suited currently.

Darren Whitehurst stated it is a good time to be conservative and still benefit.

There was no opposition and the motion carried.

President Sanchez thanked Jane Mac, Michelle Sanders, and Fred James for working with Darren to review the policy and make sure the foundation is in good hands for today and our future. Thank you, Darren.

Treasurer Jane Mac stated when we hired Darren, they gave us a 0.15% % management fee with their company. It is a very attractive fee.

Director Ortiz asked Madam Chair, do we need a vote on that?

President Sanchez stated yes, yes, we do. Thank you.

Director Ortiz stated he was satisfied with the report. And very happy with the structure in place that prevents us from losing money. Director Otiz moved to approve the investment policy as-is. Director Benavidez seconded the motion. All voted in favor, the motion was carried.

**Financial Update
(Item VI.)**

Jane Mac stated that we adopted a budget for 2022-2023 of \$50,000 for individual business contributions. It was prorated and rolled back to 12/31/2022 for an amount of \$17,103. That is a little under our budget, which is fine. For grants, we provided a budget of \$750,000, \$400,000 guaranteed for, homework help, and the City of Las Vegas. \$350,000 is not guaranteed. We will be working to get \$91,000 as indicated in JoAnn's report is expected.

Book Store Sales re-budgeted \$300,000 for the full 12 months, as of 12/31/2022 we received \$120,000 + not including December. We have some other smaller incomes. Investment interest income based on Darren's presentation. Portfolio \$22,000. Expense side \$940,000, spent \$409,000 on homework help and books \$19,000 and administration \$21,000.

Wells Fargo will be sponsoring \$20,000 for Nevada Treasury Women in Money in March 2023.

The year-to-date cash-basis actuals result in a loss of \$143,000. This loss primarily results from the payment of homework help. Reimbursement for this expense is expected to be received within the fiscal year.

Overall the Foundation is in really good shape.

Director Benavidez asked has the bookstore checks for December and January have been released.

Director Watson stated the last board meeting, I instructed the CFO Floresto Cabias to do so. Today is Thursday, and I believe it is being completed today. He is online and can answer that.

Chief Financial Officer LVCCLD Floresto Cabias stated that is correct.

Director Fred James asked if it was an electronic transfer.

Floresto stated it is a paper check.

Director Felipe Ortiz asked how do we keep track of the bookstore employee. And what is the budget for that position?

Development Director JoAnn Prevetti stated Leslie Valdez a LVCCCLD staff member is responsible for oversee that bookstore worker. The budget amount is \$40,000 in payroll to end on June 30, 2023.

Director Ortiz asked follow up question. \$40,000 for the year divided by 12. Is that for a part time employee?

Director Prevetti answered yes it is for part time employee and includes related payroll taxes and no benefits.

Director Ortiz stated, so we are paying social security and Medicare?

Director Prevetti stated yes, we are required to pay social security and Medicare taxes.

Director Ortiz stated, and unemployment taxes. OK thank you.

**Development Report
(Item VII.)**

Director of Development Joann Prevetti stated, before my report, I would like to inform everyone that Sherry Walker has received a promotion and will be moving into a new department with the Library District. This will be her last meeting with us and we wish her all the best in her new role as Program Manager for Community Engagement. Today we also have Lashea West our new Development Coordinator.

We have additional funding that has been brought in, not reflected as the checks we have to receive. However, we have received the confirmations. Thank you President Sanchez for signing the documents for United Way and the City of Las Vegas. I want to talk about last year's grant numbers versus this year's numbers. Last year grants amounted to \$215,028 versus \$657,750 for this year in donations and commitments with 14 donors, seven of which are new. We also have \$145,000 in pending grants.

We have been invited to apply for \$335,000 in additional grants. I would like the board to approve for us to apply for those grants.

Director James asked, so does that mean we only have \$20,000 leftover in current fund.

Director Prevetti stated yes, \$380,000 if the \$400,000 is already allocated.

Director Watson stated, to discuss grants and ideas with the Boards is a new way of communicating with the governing bodies before applying for funding. The communication will help to bring clarity and support to projects.

President Sanchez stated communication helps and allows us to help raise funds and support Director Prevetti pursue the goals, so we can help meet the needs of the Library District. We need to set a frame work and plan going forward to ensure we have the funding for these programs. I would like to have this as a line item for the next meeting.

Briana Martinez asked for clarification for Joann Prevetti on the cost of the Governor's Ball. Where was it paid from?

Director Prevetti answered it was paid from LVCCLD Development budget, line item budget for events, on the district side.

President Sanchez stated that if something is coming from the Foundation side and that there is a process for that, and Jane would be aware of it. Can you explain the process?

Treasurer Jane Mac stated, I see requests for and approve checks written from the Foundation.

Director Benavidez stated, could you please clarify, so in the past when an event is requested, is someone requesting it and who approves it when it is going to be paid for by the Foundation?

Treasurer Jane Mac stated we do have a process, I approve the checks. In the past, the requests have usually come from Sherry.

Director Benavidez stated, so my question is, what is the process? I know you approve the checks, but what is the process of getting to that point? Once a check is approved we are already done the line.

President Sanchez stated I don't know if we have a policy in place, but typically it comes before the board prior to it going to Jane. It is done with best practices, a request is made, the Board should approve it, and it is generally known ahead of time. That is how it usually works.

Director Prevetti stated that for any purchases that we make from the Foundation side, everything gets run through Ms. Mac. We do not make purchases or agreements without them going through the treasurer.

Director Benavidez stated that we need to have some type of policy to outline this before it gets to Jane Mac.

Director Watson stated, I am thinking about this conversation and I think as we move forward in those working group conversations that this issue will be resolved.

Director Prevetti stated that when the Development Office presents the budget request, just as it did in June 2022, those items are the same items that check requests are submitted for. And everything is already approved by the Foundation before we move forward with it.

Briana Martinez asked if the board had to approve the Governor's Ball, seeing that it was already approved as a line item.

CFO Floresto Cabias answered the budget was already approved so it only requires the Executive Director to sign off on expenditures. Also, Director Fred James requested clarification regarding bookstore payments. Director Prevetti responded, the Foundation has been set up for electronic transfer and the payments should be received within two days.

**Executive Director's
Report
(Item VIII.)**

Director Watson stated he had submitted his report as written and will take any questions. He would like to add that The Library District continues to build partnerships and opportunities in the community. As of yesterday, I received a contact at Allegiant Stadium and spoke with them regarding a partnership and some programming ideas. West Las Vegas Library project has been approved.

President Sanchez asked how did your Half Time Town Hall go?

Director Watson answered, very well, we have our strategic plan Playbook 2026, and we structured it up and down and across the district. It is based on a sports team, and each director gives an update and takes questions from the staff.

Director Ortiz, said he just wanted a follow-up on the West Las Vegas Library at the last Board Meeting I asked for agenda items for new markets item QALICB. This will help to have funds in the future to help with West Las Vegas.

President Sanchez stated, thank you, and we will make sure your comments are reflected and are on the record

**President's Report
(Item IX. & X.)**

President Sanchez stated I would like to take the President's report and the next item together if everyone is okay with that. They are related. At the time I created the agenda, I wasn't sure what the outcome of the Board of Trustees meeting would be. They have created a Foundation working group, and we believe this will work out some of the issues when we work cohesively.

Briana Martinez stated I have a recommendation for the working group. Moving forward I think the group should analyze the bookstore agreement, and if in the future there is no bookstore agreement, determine what the cost implications are to the Foundation and the District. In the long run it might be that it still makes since to have the bookstore agreement if it is renewed and we can be clearer on how things will work. My second recommendation is that we have another agreement in place between the District and the Foundation with the understanding of roles and responsibilities to prevent tension and issues going forward.

**Board Discussion
and possible action
LVCCLD Board
Meeting February 9,
2023
(Item XI.)**

President Sanchez stated that during the last Board of Trustee Board Meeting the board created a working group to work with the Foundation. They have selected four members for the group. And the Foundation needs to have four members for this working group. Anyone interested in participating in this group needs to know that they will have additional meeting times. I would like to be a part of this group, so we will need three more members.

Director Fred James stated he would join the working group.

Director Chris Way stated he would like to join, however, he will be out of town most of March.

President Sanchez stated, that they would ask Director Keiba Crear if she would like to join. So it would be me, Director Rogers, and Director James, and we will check for Director Crear.

***** moved to approve the Foundation Working Group. Director Ortiz seconded the motion. All voted in favor, and the motion carried.

**Board Discussion
and possible action
on Date change for
Foundation's
11/4/23 Gala
(Item XII.)**

Director Prevetti stated we approved a date of 11/4/23 for the Gala at Area 15. On February 17th 7:30 am I received a call from Area 15. Area 15 has received a call from an International Music Group looking to have a festival the weekend of our Gala. We have a contract with them and we can keep the date as is, however we have an opportunity here to realign some things. If we do change the dates there will be no change in contract cost because Area 15 is requesting the change. Area 15 is also offering tickets to the board to attend the festival if we change the dates to accommodate them. With the upcoming changes in the leadership and our new working group getting started it may work out well to change the dates. We are still working out designs for invitations and other things. We want our Gala to be successful.

Director Benavidez asked, since Area 15 is asking for that date back are we able too able to get our deposit back?

Director Prevetti stated, well we are not canceling we are rescheduling. Unless you want to cancel and we will get another venue?

Director Benavidez stated, even if we reschedule I would rather we have our money than for them to keep the money.

Director Ortiz stated, that's a very good venue and they are always going to get better offers. Having said that March is a horrible month, their calendar is booked with all kinds of things. I would encourage JoAnn to look at another venue also for November. I am in favor of moving it to next year 2024 but not in March.

President Sanchez stated that some members want to cancel the venue and others want to reschedule the event. Request has been made for Director Prevetti to research our options and see if there are any funds that would be lost. We will table it and revisit with that information at a later date.

Director Prevetti stated that if we cancel we may be liable to Area 15 for full contact value and or fees.

President Sanchez stated, they will have a special one item meeting to review and vote on this issue in two weeks via Zoom. Meeting will be next week possibly Thursday.

**Board Discussion
and possible action
on Foundation's
current operations
in regards to
finance and staffing
for Gala
(Item XIII.)**

President Sanchez stated this will be tabled as well. Due to the fact that the date and venue may change.

Board Discussion and possible action on roles and responsibilities of Foundation Gala and District staff (Item XIV.)

President Sanchez asked Director Prevetti to just briefly speak to this item so the board can have an idea of what we need to do.

Director Prevetti stated, the first thing we would need to do is set up a Gala Committee of four or five members on this board. Each one would be leading a special part of the project. Meetings will be once a month via Zoom. This will happen once we get new dates.

Director Ortiz stated, I recommend two motions. One would be creating two add on committees, with no more than three people that way it's not a public meeting and all they are doing is making recommendations for entire vote to the Foundation Board. First committee to look at sales, location. Second committee to look into who the honorees would be. Then both committees could give us the recommendations for final vote by May of what this is going to look like.

Director Ortiz stated he would like to make those two motions.

President Sanchez stated, we have one motion on the table with two parts.

Director Ortiz motioned for ad hoc committee to collaborate on the honorees, 2nd by Director Way, All in favor, motion carries.

Director Ortiz second motion to form ad hoc committee to work with Joann on the event, which will cover a number of items. 2nd by Director Way. All in favor, motion carries.

Director Ortiz would like to be placed on the second ad hoc committee.

Board Discussion and possible action on Gala committees, meeting dates and open meeting requirements (Item XV.)

President Sanchez stated this will be tabled as well. I agree with Joann that the date should be changed. With people going being there in their festival attire and we are going to a very nice event. So we will revisit this as well.

Public Comment (XVI.)

LVCCLD Board of Trustee, Vice Chair Nathaniel Waugh stated, as the Foundation moves closer to the date of the Gala, please reach out to the Trustees for any help with ticket sales. We want to support the Foundation and the Gala as well.

Adjournment (Item XVII.)

The meeting was adjourned at 1:34 PM

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, WIRTHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMDATE PERSONS WITH PHYSICAL DISABILITES DESIRING TO ATTEND THE MEETING. PLEASE CALL LASHEA WEST AT (702) 507-6181 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE.

NOTE: PLEASE CONTACT LASHEA WEST AT (702) 507-6181 OR LASHEA.WEST@THELIBRARYDISTRICT.ORG TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL

WILL BE MADE AVAILABLE AT MEETING LOCATION ON THE DAY OF THE MEETING AFTER 3:00 PM

Pursuant to NRS 241.020, written notice of the meeting of the Las Vegas-Clark County Library District Foundation Board of Directors as given on Friday, February 10, 2023, i.e. given at least three (3) working days before the meeting, including in the notice the time, place, location and agenda of the meeting.

- A.** By delivering a copy of the notice to each Foundation Board Member;
- B.** By posting a copy of the notice at the principal office of the Foundation, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Foundation, to wit:
 - 1. Clark County Library
1401 E. Flamingo Road
Las Vegas, NV 89119
 - 2. Enterprise Library
8310 S. Las Vegas Blvd.
Las Vegas, NV 89123
 - 3. West Charleston Library
6301 W. Charleston Boulevard
Las Vegas, NV 89146
 - 4. Windmill Library
7060 W. Windmill Lane
Las Vegas, NV 89113
 - 5. Las Vegas-Clark County Library District Foundation
website www.lvccldfoundation.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.

**PROPOSED AGENDA
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION
February 23, 2023**

DATE: Thursday, February 23, 2023

TIME: 12:00 p.m.

PLACE: Join Zoom Meeting

<https://us06web.zoom.us/j/84248040625?pwd=YTdPaXIHNHYzUFgrRzlkSGJEdGdVdz09>

Meeting ID: 842 4804 0625

Passcode: 253034

- I. Roll Call
- II. Public Comment

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

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

- III. Board action to accept Proposed Agenda
- IV. Discussion and possible action regarding the Foundation Gala originally scheduled for 11/4/23.
- V. Public Comment

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

- VI. Adjournment

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

Agenda
February 23, 2023
Page 2

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 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 February 16, 2023, i.e., given at least three (3) working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

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

MINUTES

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION

Board of Directors Meeting

April 24, 2023

The Board of Directors of the Las Vegas-Clark County Library District Foundation Special meeting on April 24, 2023 via Zoom at 11:42 am.

Board Members in Attendance:

Elaine Sanchez, President
Nicole Rogers, Secretary

Chris Way, Director
Jane Mac, Treasurer

Fred James, Director
Michelle Sanders, Director
Kelly Benavidez, Director

Felipe Ortiz, Director
Kate Turner-Whiteley, Director
Tamar Hoapili, Vice President

Excused Absents:

Keiba Crear, Director
Jane Mac, Treasurer

Shannon Bilbray-Axelrod, Director

Guest:

Joann Prevetti – Director of Development
Lashea West – Development Coordinator
Cindy Fesemyer – Co-Founder Alliance for Library Impact
Briana Martinez – Kaempfer Crowell

Roll Call (Item I.)

President Sanchez called the meeting to order at 11:42 a.m. All members listed above represent a quorum.

Public Comment (Item II.)

None.

Board Action to accept proposed agenda (Item III.)

Director Ortiz moved to approve the proposed agenda, Director Rogers seconded the motion. All voted in favor, motion carried.

**Board Discussion
and possible action
on Foundation
Future (Item IV.)**

President Sanchez stated that she would like to have a discussion about the future of the foundation. I believe it was District Chair Wilson back in February wanted to have this working group to find solutions on how the two boards can work together. I have spoken with our counsel and she believes it is a good idea. Although we have created the working group we believe it's important to share the information that we've learned with our entire group. In line with the open meeting law there is a proposal from Alliance for Library Impact. The cost is \$16,600, the District would pay \$10,000. I feel that the programs the district offers are expensive and that there is no way the tax payers funding mechanism could fund all that is offered. I would like us to have a 20 minutes conversation about it. I will start with you Director Ortiz, what do you think and what would you like to see for the future?

Director Ortiz stated, Yes, we grow, we all change and we should change with the times. With that said, I want to make sure with this proposal that it will help us all work together better. And also that it does not give them the access to change the bylaws or board mechanism. Next, the Foundation is there to help raise money, not to do the minutiae and writing letters, and licking stamps. It is really intended to give us the contact list or staff that goes out on our behalf and throw our name around. I don't know if we are ready for sending out letters just yet. Two issues, 1. I want to make sure the proposal before us is not intended to change our bylaws. That was never my intent, it was, how can we do things better? 3. I don't believe we can be a working board but more of a sharing resources and assets, so the person asking can use our knowledge and context to find more money.

President Sanchez stated, Thank you. Director Michelle Sanders I would like to hear what you think.

Director Sanders stated, I can only speak for me, I know that my time doesn't allow for me to be a part of a full working board. I am willing to giving time and to finish out, but it's a tough ask.

President Sanchez stated, Thank you. Director Hoapili.

Director Hoapili stated, I just want to thank you and the others for all the hard work and time put into this. I love this plan. I had to read it a couple of times to fully understand it. I love how it is broken up into phases, it helped me to better understand why it works and the purpose of why we would do this. I am in favor of this plan and the time line might need to be adjusted. I agree with Director Ortiz that our goal with the working group was to raise money and work with JoAnn Prevetti and not to write letters. I will say this, the plan was not to change bylaws, and going through this plan there may be a need in the future to maybe make some changes. We didn't go in with the intent to change anything but we may learn somethings and want to change somethings in the future. It's all about sustainability and building a better board for the future.

President Sanchez stated, thank you. Director Whiteley.

Director Whiteley stated, Hello, I know I am kind of new. I agree with Tamar completely. I believe this is a wonderful opportunity for us to look at best practices across the country. I think this our chance to have a

best-in-class foundation. We need to make sure the support and structure are in place. Round of applause to you all.

President Sanchez stated, Thank you. Director James do you have any comments regarding this?

Director James stated, Yes I do. I am a part of the group that we've been on and I come in with a lot of history. I've seen the board working perfectly of the last 15-17 years. We've grown from a small board with people from the communities help. I like the idea of us going through our bylaws and maybe making some adjustments to it. If we were a working board we would need a lot of assistance and we don't have the resources for that. I am not in favor of entering into the contract, I believe it is a waste of time. I believe the sides can work with the attorneys and then the attorneys can work and help us make the adjustments to the agreements between the District and the Foundation that are needed. There are several Local Foundations that have excellent models we could follow as well. Such as UNLV and Clark County Public Education Foundation.

Personally, I think we should reconsider. We don't have the funding to really do anything. And I think with the funding we do have we should just work with our attorneys and update our agreements.

President Sanchez stated, Thank you. Director Benavidez.

Director Benavidez stated, I agree with Trustee Tamar and Kate. I do understand what James is saying, I have history as well. I believe he and I are long sitting with him on the District side and me on the Trustee side. He has a point, my only reason for heading towards the consultant idea is getting us together at the table. Figuring out what other board foundations are doing that works best and that we can learn from. I know that money is a big deal, I brought up the idea of splitting the cost for the program. I wanted it to be fair and didn't want the consultants to feel like they worked for one entity over another. Whatever the board decides I will support the vote.

President Sanchez stated, Thank you. Director Way.

Director Way stated, two parts, one is what we have done well on what relates to our mission. In the notion that we support the program that the district mostly needs. That role of the Foundation should continue. What has changed is how we will fund ourselves as a Foundation. In terms of whether we will be a working board or not comes back to the question of funding. Tamar hit the point on the scope of work and level of work we engage in is about connecting people into the community, showing up to meetings, opening doors and to whomever we appoint or hire to be our director of fundraising. Applying our backgrounds and skills as it relates to the success of the foundation. A working board could be a continuum, could be licking stamps like Felipe discussed or showing up for some meetings to make sure we are funded. Understanding what programs are the priority and what the cost of these programs are, and then going forward to execute fundraising for those programs. Fred I understand your point and agree with you on the fact that we have other foundations in the community we could use as examples. I'm always open to new ideas that this consultant may have through they're

experienced. If we end up with a get new idea it might be worth the investment and time.

President Sanchez stated, Thank you. Director Rogers.

Director Rogers stated, I think it echoes almost everyone here. I think asking us to be a working foundation is a little crazy, we all have our normal jobs. And to ask 40 more hours is what a working group would do, on top of what everyone else here already does is a little crazy. I believe we can continue to give our time the way we already do. I think going through the proposal is done in good faith on both ends. It may help the non-working board work more efficiently. I do think it is a lot of money, but overall I believe the group was working well and then a lot of money came in all at once and we grew and we want to make sure we continue working well in the future. We can only continue to grow this and make this endowment even bigger. We need to make sure that everything is tighten down going forward. For a better Foundation Board and a better Library District in the future.

President Sanchez stated, Thank you

I want to tell everyone thank you for coming to this special meeting. Thank you for looking through the proposal, thank you for giving all your comments. This is helpful in making a final decision. This is discussion and possible action, I think once we get the minutes we figure out what we can utilize for this whether or not the Library Impact Proposal passes or not we can use the comments as part of our growth to make our Foundation stronger. I would like to propose we use it as part of our action plan for the future. Can I get a motion for that?

Director Fred James asked, what exactly are we voting on?

President Sanchez answered, To use all of our comments as part of action plan for the future and growth.

Director Rogers asked President Sanchez, When do we have to give an answer on the proposal?

President Sanchez answered, it will be our next agenda item. So how it works is, counsel told me that it would be a good idea to bring this before the board and we approve it officially, and then we could go forward with the Library District.

Director Way asked President Sanchez, So essentially you are asking us to document the comments plus any potential action items for the future of the Foundation?

President Sanchez answered, Correct.

Director Way moved, That we all email in our comments to the Chair, also with any proposed action items that would impact the future of the Foundation. Director Hoapili seconded the motion. All in favor, stated I. No nays. Motion carries.

**Board Discussion
and possible action**

President Sanchez introduced Cindy Fesemyer from Alliance for Library

**to approve Alliance
for Library Impact
proposal.
(Item V.)**

Impact.

Cindy Fesemyer stated, Hello, I am here to just answer any questions you may have. When I reviewed the proposal to prepare for this meeting I did notice that the dates in the narrative no longer match the dates in the budget and time line. So the dates would need to be adjusted. All of the actives that are outlined are the same.

Director Benavidez stated to Cindy that she would like her to reintegrate the timeline that we weren't in a rush. Only one person was pushing to have this rushed. But that the group wanted to take our time and make sure we got this down right?

Cindy Fesemyer stated, thank you Kelly for sharing that, it's lovely to hear. That is most definitely our recommendation as well. I am glad we are on the same page with that.

President Sanchez stated, there was a comment from a board member that wanted to make sure we are not trying to change our bylaws. My understanding is that we are trying to create a working dynamic to create a future agreement that will work for both parties in the future. Is that your understanding Cindy?

Cindy Fesemyer answered, Yes, the beauty of this is that I and Amanda both have been library staff, trustees and foundation members. I believe we have a pretty well round view the situation. There will be a lot of on the ground data gathering before the retreats. There will be two separate retreats, to separately find out how they would like to proceed and then it will be a full body. From there we'll get the official recommendations for what will be presented in the fall. Having had all voices apparent.

President Sanchez stated, Thank you. Are there any questions about the purpose of the proposal, the working plan or time line?

Director Hoapili stated, not so much a question. I love your approach of going to both boards separately, it gives both groups a since of being able to speak freely.

Director Ortiz stated, Each board is going to look at this, each board is going make recommendations, and we are splitting the cost 50/50. It looks like there is an additional cost to have the attorneys review it. So it's not just this amount.

President Sanchez stated, that is correct. So we would spilt the cost of the proposal, then we would have the attorneys review it to come up with the agreement. So yes, it is a process.

Director Ortiz asked, so about **\$30,000**.

President Sanchez stated, At the end of the day, I am not sure what it will cost. But I will say it appears that the District Chair felt like this was a good idea. Unfortunately, we have not had a lot of communication from the District except for recently. I am talking about specifically Chair Brian Wilson. I think it is important we have some type of agreement, we have one now however is it very old. We have two options, we cannot do the proposal and we can try to do it ourselves. Or we can do the proposal with guidance from people that what they're doing and have dealt with foundations and libraries before. Yes this cost money, but I always

believe it will cost us by not having a new agreement or not having certain words stipulated in the agreements.

Director Ortiz stated, Madam Chair I am satisfied with your answer and satisfied with the proposal, thank you.

Director Fred James stated, I would like to say to point. I am not dissatisfied with the proposal or the people who have to do with it. I just feel the way I feel and that is it is a waste of money. We should focus on the working out of the issues between our agreements. The point was brought up by Director Ortiz, we are going to be paying out a lot of money with the contract. We have great attorneys but it's not cheap and it will cost a lot of money. I prefer we focus on working out our agreements just with using our attorneys and go from there.

Director Hoapili stated, this is the natural evolution for our board. Whether or not we go through a consultant or do it ourselves we have to update our agreements to be able to do our job. We got in pickles before and we can't continue like that. We must go through this either way to get to the next level. This way we can serve our communities and libraries.

Director Hoapili motioned to accept the proposal for the consultants for the Foundation from Alliance for Library Impact. Director Way seconded the motion. All in favor stated, I. Director Fred James, stated, Nay. Motions carries.

**Board Discussion
and possible action
Foundation Working
Group members and
term.
(Item VI.)**

President Sanchez stated, that the working group for this matter which is the agreements, is myself, Director Keiba Crear, Director James and Director Rogers. Director Crear and my terms are going to be ending. My last meeting is in May. In this meeting or the next there should be a discussion about adding new members to the working group.

Director Rogers asked, is there a way to temporarily extend your term a few months or until we see this through? It may be hard for someone new to come in.

Briana Martinez answered, as long as the board votes to allow you to, it's fine. However, you can't have any vote once your term is over. And we would need to review the bylaws to make sure it is allowed.

President Sanchez stated, she would be willing to assist.

Director Ortiz stated, He would prefer replacing the position with another Director instead, such as Director Chris Way or another director. They would be able to make comments only, which carries no weight and have no voting power after term. We need weight and teeth with voting power. So we need to appoint the two seats.

President Sanchez stated, this is why I put this up. I don't want to leave this board in a lurch. I believe it's important to have things in place. We can have another meeting or special meeting to vote it in--to do what is best for the Foundation.

Director Hoapili stated, I don't believe the bylaws have a past president position. Maybe when we review the bylaws, we might want to add something like that to help with transitions. Again this is sustainability

for the future. How we can help the board members for the future.

Briana Martinez confirmed, there is no past president position currently.

Director James asked, Could we put on the next agenda to amend our bylaws?

President Sanchez stated, We can discuss that in our next section.

JoAnn Prevetti, Director of Development LVCCLD stated, Jane Mac is also terming out at next meeting.

Director Way stated, I believe it makes sense for a short-term extension. I think whoever will replace you and Keiba will need a briefing and understanding of where we are at. I Would like to see us get this complete before you're officially termed out.

Director Way asked, Do we have a copy of the positions and terms dates?

President Sanchez answered, Yes, and JoAnn has that information.

**Update on Bylaws.
(Item VII.)**

President Sanchez stated, We have Brownstein, Hyatt, Farber and Schreck working on the bylaws and the committee suggestions. Attorney Carman Gilbert will be reaching out to you to get comments and suggestions. This way, you will have the information for the next meeting.

Director Sanders asked, What is the timeline for the bylaws updates?

President Sanchez answered, You will probably get them by the end of this week.

***** asked, Can you tell us who is on the bylaws committee?

President Sanchez answered, I believe it is Keiba Crear, Nicole Rogers, Michael K*** and Tamar Hoapili.

**Public Comment.
(Item VIII.)**

None.

**Adjournment
(Item XVII.)**

The meeting was adjourned at 12:58 pm

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, WHETHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

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NOTE: PLEASE CONTACT LASHEA WEST AT (702) 507-6181 OR lashea.west@thelibrarydistrict.org TO REQUEST THE SUPPORTING

MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL WILL BE MADE AVAILABLE AT MEETING LOCATION ON THE DAY OF THE MEETING AFTER 3:00 PM

Pursuant to NRS 241.020, written notice of the meeting of the Las Vegas-Clark County Library District Foundation Board of Directors as given on Friday, February 10, 2023, i.e. given at least three (3) working days before the meeting, including in the notice the time, place, location and agenda of the meeting.

- A.** By delivering a copy of the notice to each Foundation Board Member;
- B.** By posting a copy of the notice at the principal office of the Foundation, or if there is no principle 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.
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6301 W. Charleston Boulevard
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7060 W. Windmill Lane
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 - 5. Las Vegas-Clark County Library District Foundation
website www.lvccldfoundation.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.



Kutak Rock LLP
1801 California Street, Suite 3000, Denver, CO 80202-2652
office 303.297.2400

BARRY A. BURNS
303.297.2400
barry.burns@kutakrock.com

March 2, 2023

VIA E-MAIL

Elaine Sanchez
President
Las Vegas-Clark County Library District Foundation, Inc.
7060 W. Windmill Lane
Las Vegas, Nevada 89113

Re: Las Vegas-Clark County Library District Foundation, Inc. - New Markets Tax
Credit Project – West Las Vegas Library

Dear Ms. Sanchez:

The purpose of this letter is to set forth our understanding concerning the engagement of Kutak Rock LLP (the “Firm”) by the Las Vegas-Clark County Library District Foundation, Inc. (the “Foundation”), the Las Vegas-Clark County Library District (“Library District”), and a yet-to-be-formed nonprofit support organization (the “QALICB”, and collectively with the Foundation and the Library District, the “Client”) in connection with the review, structuring, and documentation associated with a proposed new markets tax credit financing for the construction of the West Las Vegas Library facility located near the intersection of N. M.L.K. Blvd. and Mt Mariah Dr. in Las Vegas, Nevada (the “Transaction”). It is anticipated that the new markets tax credit financing will be coordinated utilizing federal new markets tax credits with a national banking association (“Bank”) as the tax credit investor and one or more community development lenders (the “CDEs”).

It is presently contemplated that the Firm will be involved as the Client’s special tax credit counsel in the preparation, negotiation, review and revision of the documentation evidencing the Transaction and the coordination of the closing of the financing, which includes, but is not limited to the following:

- (i) review of financing structure;
- (ii) review of new markets tax credit allocation documents and term sheets prepared by the Bank and the CDEs and their counsel;

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March 2, 2023

Page 2

(iii) formation of the QALICB and preparation and submission to the Internal Revenue Service of an application for a determination of 501(c)(3) support organization status for such affiliate;

(iv) coordination with the Client's general and local counsel, staff and finance personnel with respect to the preparation of resolutions, certificates and other documentation on behalf of the Client for the closing of the various loans associated with the Transaction;

(v) preparation of a tax opinion covering the status of the QALICB as a "qualified low-income community business" and any additional tax opinions required;

(vi) coordination with Client's general or local counsel and/or staff with respect to federal and state law opinions;

(vii) negotiation of documents evidencing the potential exit of Bank and the CDEs from the Transaction;

(viii) modification and consultation regarding corporate documents for the QALICB and the Foundation which will act as a "qualified low-income community business" or "leverage lender" in the Transaction;

(ix) review and negotiation of the upper-tier loan documents by and among the leverage lender and the leverage fund on behalf of the Foundation;

(x) review and negotiation of QLICI loan documents and guaranties on behalf of the QALICB and

(xi) review and/or preparation of applicable real estate and other construction and ancillary development documents.

In addition, the Firm will undertake structuring discussions and negotiations on the Client's behalf with the other parties to the Transaction, provide advice regarding the structuring of the fee arrangements with respect to the Transaction and perform standard due diligence activities required to provide the tax and local law opinions. For purposes of this engagement, the Client agrees that our initial primary points of contact for this transaction shall be Floresto Cabais for the Library District and Fred James for the Foundation and that we may rely on directions from these points of contacts as the directions of their respective organizations.

Our fee for the services outlined in this engagement letter will be based on our attorney hourly rates as reflected on the schedule attached hereto as Exhibit A (reflecting the attorneys most likely to work on the Transaction, although other attorneys may also be used) plus actual out of pocket expenses and costs surrounding the issuance of a tax opinion on behalf of the Client. We

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March 2, 2023

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anticipate that the total estimated amount of fees for our legal services to be approximately \$110,000 (however, we note that this amount is an estimate based upon current information provided to the Firm and thus we may request changes to this fee estimate if further facts arise which warrant discussions). Compensation for our services will be payable by the Client at closing or in the event that the Transaction does not close prior to January 31, 2024, within thirty days of such date and with monthly billings thereafter.

As noted above, we expect that our fee for the services outlined in this engagement letter will not exceed \$110,000 plus out of pocket expenses. We will not exceed these amounts without providing you prior notice and without your prior approval.

The Foundation may terminate this agreement with respect to our engagement by notifying the Firm in writing. The Firm's current fees and other amounts described herein will be payable upon such termination.

As a condition of entering into this engagement, the Foundation and the Library District will be required to sign agreements acknowledging in which capacity the Firm represents the various Client entities in each aspect of the transaction. These agreements will be provided separately.

If the above sets forth our understanding to your satisfaction, please confirm your agreement to the terms of our engagement by signing, dating, and returning the enclosed copy of this letter.

We look forward to working with you on the Transaction. Throughout our representation, we want you to be satisfied with the professional services we perform on behalf of the Client. Accordingly, we respectfully invite your inquiry if you have any questions concerning any aspect of our representation in the Transaction described in this letter.

This engagement letter is subject to Exhibit B hereto and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

This letter may be executed in counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

KUTAKROCK

March 2, 2023

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Sincerely,

KUTAK ROCK LLP

Barry A. Burns, Partner

KUTAKROCK

March 2, 2023

Page 5

ACCEPTED AND APPROVED:

**LAS VEGAS-CLARK COUNTY LIBRARY
DISTRICT FOUNDATION, INC.**

By _____
Elaine Sanchez, President

Date: _____

KUTAKROCK

March 2, 2023

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EXHIBIT A

ATTORNEY RATES—2023

<u>Partners</u>	<u>2023 Rate</u>
Barry Burns, Denver, Colorado Office	\$500
Judd Larson, Denver, Colorado Office	\$355
<u>Associates</u>	
Benjamin Jones, Denver, Colorado Office	\$260
Hunter Maude, Denver, Colorado Office	\$235

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March 2, 2023

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EXHIBIT B

TERMS OF REPRESENTATION

Kutak Rock LLP is pleased to have this opportunity to serve you. Our goal is to provide you quality legal services on a prompt, efficient basis. We believe that our relationship will be stronger and more effective when there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the payment thereof. Therefore, it is our standard procedure to be specific with our clients as to the scope of the services that we intend to provide and the terms by which we will bill fees and expenses. The letter accompanying these Terms of Representation sets forth that information. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney sending the engagement letter to you is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

Scope of Representation. *The scope of our representation will be limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without the mutual agreement of you, as our client, and Kutak Rock LLP. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence.*

Attorney-Client Privilege. *Our statements may contain information protected by the attorney-client privilege. As the privilege could be deemed waived if someone other than the client sees the privileged material, we recommend that you keep our statements, as well as other letters and communications from us, in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place. Your communications with us are legally protected by the attorney-client privilege. In addition, we will treat your matter as confidential, and we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business or our work on your behalf.*

Termination of Services and Representation. *You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we are notified of such termination. Similarly, we may withdraw from this representation for reasons including your failure to timely pay our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.*

KUTAKROCK

March 2, 2023

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Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation. Unless otherwise terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter.

Document Retention. If, upon termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us. Otherwise, all such documents will be stored for a reasonable amount of time and will thereafter be destroyed in accordance with our established policy.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on your matters. Any expressions by us about the outcome of your matters are our best professional views only and are limited by our factual knowledge at the time they are expressed.

We hope this explanation is helpful to you, and we invite you to discuss any concern with us at any time or to enquire at any time about the fees or costs incurred. It is extremely important that we proceed so that you and we have a clear and satisfactory understanding about the work to be performed. We will strive to keep you fully informed during the course of this engagement and anticipate that you, likewise, will keep us informed of pertinent developments. We trust that you will find that we are not only available and responsive but that we will work diligently to meet your needs and deadlines.



Kutak Rock LLP
1801 California Street, Suite 3000, Denver, CO 80202-2652
office 303.297.2400

BARRY A. BURNS
303.297.2400
barry.burns@kutakrock.com

May 18, 2023

VIA E-MAIL

Elaine Sanchez
President
Las Vegas-Clark County Library District Foundation, Inc.
7060 W. Windmill Lane
Las Vegas, Nevada 89113

Re: Las Vegas-Clark County Library District Foundation, Inc. - New Markets Tax
Credit Project – West Las Vegas Library

Dear Ms. Sanchez:

The purpose of this letter is to set forth our understanding concerning the engagement of Kutak Rock LLP (the “Firm”) by the Las Vegas-Clark County Library District Foundation, Inc. (the “Foundation”), the Las Vegas-Clark County Library District (“Library District”), and a yet-to-be-formed nonprofit support organization (the “QALICB”, and collectively with the Foundation and the Library District, the “Client”) in connection with the review, structuring, and documentation associated with a proposed new markets tax credit financing for the construction of the West Las Vegas Library facility located near the intersection of N. M.L.K. Blvd. and Mt Mariah Dr. in Las Vegas, Nevada (the “Transaction”). It is anticipated that the new markets tax credit financing will be coordinated utilizing federal new markets tax credits with a national banking association (“Bank”) as the tax credit investor and one or more community development lenders (the “CDEs”).

It is presently contemplated that the Firm will be involved as the Client’s special tax credit counsel in the preparation, negotiation, review and revision of the documentation evidencing the Transaction and the coordination of the closing of the financing, which includes, but is not limited to the following:

- (i) review of financing structure;
- (ii) review of new markets tax credit allocation documents and term sheets prepared by the Bank and the CDEs and their counsel;

KUTAKROCK

May 18, 2023

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(iii) formation of the QALICB and preparation and submission to the Internal Revenue Service of an application for a determination of 501(c)(3) support organization status for such affiliate;

(iv) coordination with the Client's general and local counsel, staff and finance personnel with respect to the preparation of resolutions, certificates and other documentation on behalf of the Client for the closing of the various loans associated with the Transaction;

(v) preparation of a tax opinion covering the status of the QALICB as a "qualified low-income community business" and any additional tax opinions required;

(vi) coordination with Client's general or local counsel and/or staff with respect to federal and state law opinions;

(vii) negotiation of documents evidencing the potential exit of Bank and the CDEs from the Transaction;

(viii) modification and consultation regarding corporate documents for the QALICB and the Foundation which will act as a "qualified low-income community business" or "leverage lender" in the Transaction;

(ix) review and negotiation of the upper-tier loan documents by and among the leverage lender and the leverage fund on behalf of the Foundation;

(x) review and negotiation of QLICI loan documents and guaranties on behalf of the QALICB and

(xi) review and/or preparation of applicable real estate and other construction and ancillary development documents.

In addition, the Firm will undertake structuring discussions and negotiations on the Client's behalf with the other parties to the Transaction, provide advice regarding the structuring of the fee arrangements with respect to the Transaction and perform standard due diligence activities required to provide the tax and local law opinions. For purposes of this engagement, the Client agrees that our initial primary points of contact for this transaction shall be Floresto Cabais for the Library District and Fred James for the Foundation and that we may rely on directions from these points of contacts as the directions of their respective organizations.

Our fee for the services outlined in this engagement letter will be based on our attorney hourly rates as reflected on the schedule attached hereto as Exhibit A (reflecting the attorneys most likely to work on the Transaction, although other attorneys may also be used) plus actual out of pocket expenses and costs surrounding the issuance of a tax opinion on behalf of the Client. We

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anticipate that the total estimated amount of fees for our legal services to be approximately \$110,000 (however, we note that this amount is an estimate based upon current information provided to the Firm and thus we may request changes to this fee estimate if further facts arise which warrant discussions). Compensation for our services will be payable by the Client at closing or in the event that the Transaction does not close prior to January 31, 2024, within thirty days of such date and with monthly billings thereafter.

As noted above, we expect that our fee for the services outlined in this engagement letter will not exceed \$110,000 plus out of pocket expenses. We will not exceed these amounts without providing you prior notice and without your prior approval.

The Foundation may terminate this agreement with respect to our engagement by notifying the Firm in writing. The Firm's current fees and other amounts described herein will be payable upon such termination.

As a condition of entering into this engagement, the Foundation and the Library District will be required to sign agreements acknowledging in which capacity the Firm represents the various Client entities in each aspect of the transaction. These agreements will be provided separately.

If the above sets forth our understanding to your satisfaction, please confirm your agreement to the terms of our engagement by signing, dating, and returning the enclosed copy of this letter.

We look forward to working with you on the Transaction. Throughout our representation, we want you to be satisfied with the professional services we perform on behalf of the Client. Accordingly, we respectfully invite your inquiry if you have any questions concerning any aspect of our representation in the Transaction described in this letter.

This engagement letter is subject to Exhibit B hereto and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

This letter may be executed in counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

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May 18, 2023

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Sincerely,

KUTAK ROCK LLP

Barry A. Burns, Partner

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May 18, 2023

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ACCEPTED AND APPROVED:

**LAS VEGAS-CLARK COUNTY LIBRARY
DISTRICT FOUNDATION, INC.**

By _____
Elaine Sanchez, President

Date: _____

KUTAKROCK

May 18, 2023

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EXHIBIT A

ATTORNEY RATES—2023

<u>Partners</u>	<u>2023 Rate</u>
Barry Burns, Denver, Colorado Office	\$500
Judd Larson, Denver, Colorado Office	\$355
<u>Associates</u>	
Benjamin Jones, Denver, Colorado Office	\$260
Hunter Maude, Denver, Colorado Office	\$235

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May 18, 2023

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May 18, 2023

Page 8

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BOOKS FOR BABIES



Las Vegas-Clark County
**LIBRARY
DISTRICT**
TheLibraryDistrict.org



Why We Need the Books for Babies Program

OVERALL RANK
47

2022 KIDS COUNT® DATA PROFILE

NEVADA



Nevada ranks 47th in the nation on the Annie E. Casey “Kids Count” report card

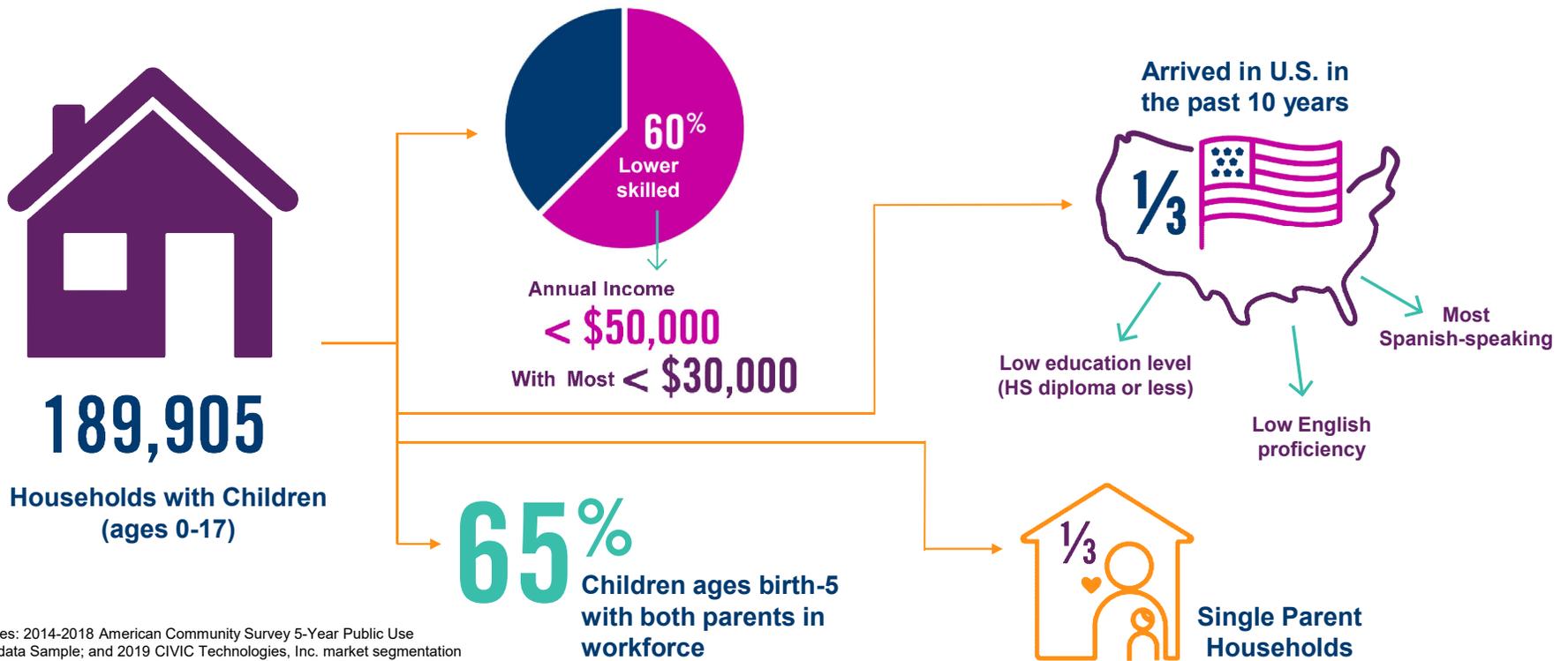
- Economic Well-Being: 46/50
- Education: 46/50
- Health: 37/50
- Family & Community: 43/50

ECONOMIC WELL-BEING		UNITED STATES		NEVADA		RANK
Children in poverty US 12,599,000 NV 119,000	21% 2008-12	17% 2016-20	↓ BETTER	20% 2008-12	18% 2016-20	↓ BETTER
Children whose parents lack secure employment US 19,745,000 NV 198,000	31% 2008-12	27% 2016-20	↓ BETTER	33% 2008-12	29% 2016-20	↓ BETTER
Children living in households with a high housing cost burden US 22,137,000 NV 231,000	39% 2008-12	30% 2016-20	↓ BETTER	47% 2008-12	34% 2016-20	↓ BETTER
Teens not in school and not working US 1,153,000 NV 14,000	8% 2008-12	7% 2016-20	↓ BETTER	12% 2008-12	10% 2016-20	↓ BETTER

EDUCATION		UNITED STATES		NEVADA		RANK
Young children (ages 3 and 4) not in school US 4,295,000 NV 50,000	52% 2008-12	53% 2016-20	↑ WORSE	69% 2008-12	63% 2016-20	↓ BETTER
Fourth-graders not proficient in reading US N.A. NV N.A.	68% 2009	66% 2019	↓ BETTER	76% 2009	69% 2019	↓ BETTER
Eighth-graders not proficient in math US N.A. NV N.A.	67% 2009	67% 2019	= SAME	75% 2009	74% 2019	↓ BETTER
High school students not graduating on time US N.A. NV N.A.	21% 2010-11	14% 2018-19	↓ BETTER	38% 2010-11	16% 2018-19	↓ BETTER

Why We Need the Books for Babies Program

Las Vegas metro area family households are predominantly young parents who work in the three-shift hospitality industry.

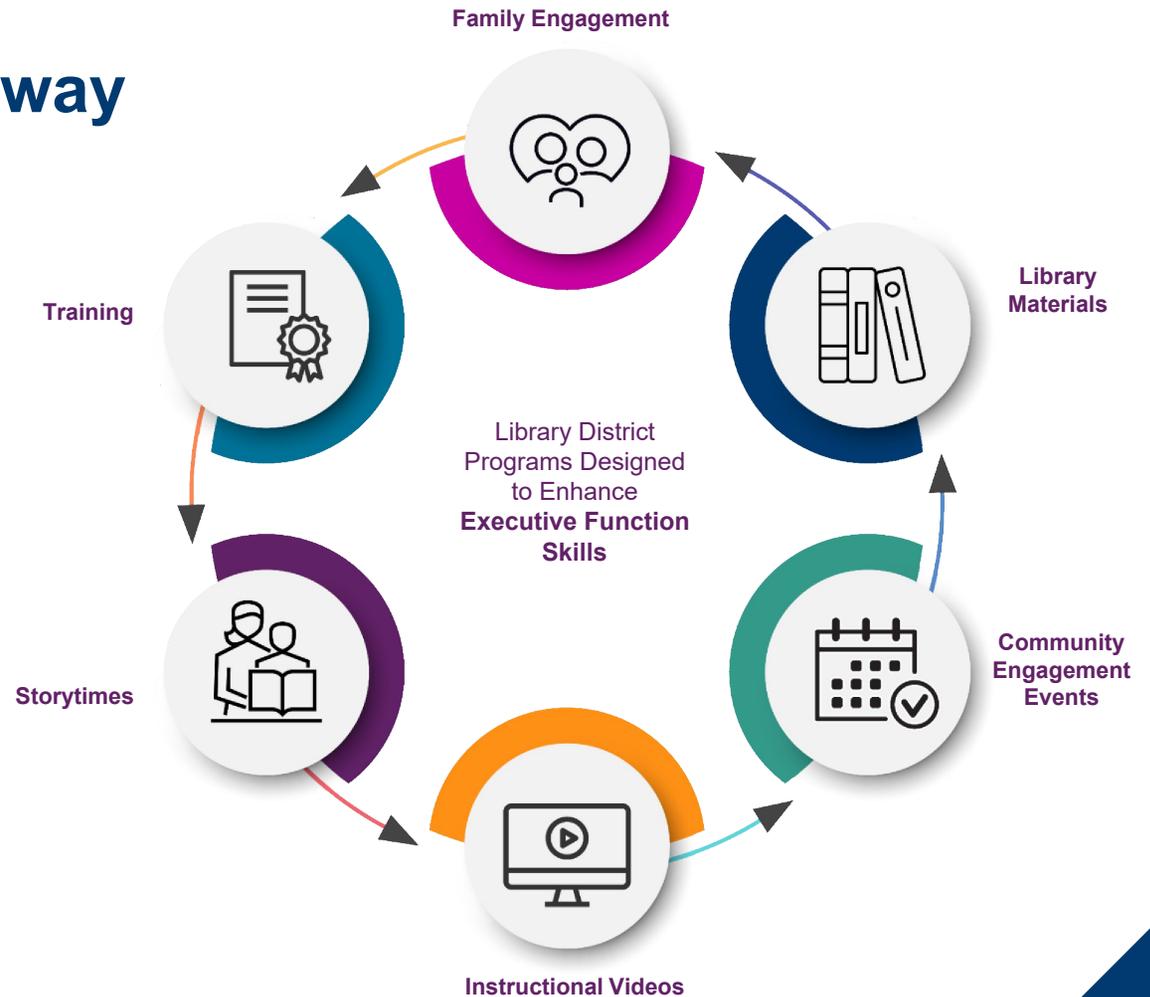


Sources: 2014-2018 American Community Survey 5-Year Public Use Microdata Sample; and 2019 CIVIC Technologies, Inc. market segmentation data; Nevada Department of Health & Human Services, Division of Welfare & Supportive Services – Las Vegas-Clark County Library District.

The Library as a Gateway

Accelerated early learning is the Library District's most urgent priority.

- Providing programs & services for kids & caregivers, such as Step Up For Kids, Kickoff to Kindergarten, and more
- Reading and math alone are not sufficient predictors of school and life success, but developing **Executive Function** skills is!



Books for Babies Welcome Kits

An invitation from the Library to Parents



Here's What New Parents Will Receive

Books for Babies representatives will meet new parents in the hospital to introduce them to their nearest library.



Our Early Childhood Development Partners



The Books for Babies Program

Helps Accomplish Two Important Goals

Goal 1

Educating new parents about how to be their child's first teacher



Goal 2

Providing examples of how parents can achieve this by reading, singing, and playing with their children



Outcomes & Impact

This is not the end of the project, but the beginning of a relationship between young families and the Library District.

- Via email, we will keep in touch with families through ongoing information about programs and resources
- We will also obtain feedback from participants through surveys



Las Vegas-Clark County
LIBRARY
DISTRICT
TheLibraryDistrict.org

Thank you!

AMENDED AND RESTATED BYLAWS
OF
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION, INC.
(a Nevada nonprofit corporation)

ARTICLE I
GENERAL PROVISIONS

Section 1. Name. The name of this nonprofit corporation is Las Vegas-Clark County Library District Foundation, Inc. (the "Foundation").

Section 2. Offices. The principal office of the Foundation shall be located in Clark County, Nevada. The Board of Directors of the Foundation (the "Board of Directors" and, each member thereof, a "Director") may from time to time change such principal office and establish such other offices as the Board of Directors designates or as the affairs and activities of the Foundation require.

Section 3. Members. The members of the Board of Directors, during the term of their office as members of the Board of Directors, shall constitute the members of the Foundation (as such term is defined in Nevada Revised Statutes ("NRS") 82.031) until their respective successors have been elected or appointed and qualified or until their earlier death, retirement, disqualification, resignation or removal.

ARTICLE II
PURPOSE

The Foundation shall have the purposes set forth in the Foundation's Articles of Incorporation (as amended from time to time, the "Articles"). The Foundation shall do and perform such acts as may be necessary or appropriate to carry out such purposes and may exercise any of the powers granted to nonprofit corporations by the laws of the State of Nevada, including NRS Chapter 82, consistent with the Foundation's status as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future federal tax code or United States revenue law). The mission and goals of the Foundation are to conduct charitable services that are associated with the Foundation's stated purposes as allowed by law, including overseeing and managing the Foundation's endowment.

ARTICLE III
BOARD OF DIRECTORS

Section 1. General Powers. Except as otherwise provided in NRS Chapter 82, the Articles or these Amended and Restated Bylaws (as amended from time to time, these "Bylaws"), the business and affairs of the Foundation shall be conducted and managed under the direction of, and the control and disposal of the Foundation's properties and funds shall be vested in, the Board of Directors.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall consist of not less than three (3) and not more than fifteen (15) individuals. The number of Directors within the foregoing fixed minimum and maximum may be established and changed from time to

time by resolution adopted by the Board of Directors without amendment to these Bylaws or the Articles. No more than two (2) members of the Board of Directors shall, at all times, be appointed from the current membership of the Las Vegas-Clark County Library District Board of Trustees. The Executive Director of the Las Vegas-Clark County Library District shall also, at all times, serve as a member of the Board of Directors in an ex-officio capacity. Without limiting Section 5 of this Article III, elections of Directors shall be held at each annual meeting of the Board of Directors. Each Director shall hold office for a term of four (4) years and until his or her successor shall be elected or appointed and qualified or until his or her earlier death, retirement, disqualification, resignation or removal. Each elected Director may serve as such for two (2) consecutive terms, and may be re-elected to the Board of Directors after a period of one year following the last month of their last term has passed. No decrease in the number of Directors shall have the effect of shortening the term of office of any incumbent Director. Directors shall be at least 18 years of age.

Section 3. Nomination of Directors. Director nominees and recommendations for Director nominees may be submitted in writing by incumbent Directors, or by officers or staff of the Foundation, to the Nominating Committee of the Foundation or, if the Foundation does not have a Nominating Committee, to the Chair of the Foundation. If the Foundation has a Nominating Committee, such committee shall, or if the Foundation does not have a Nominating Committee, the Chair of the Foundation shall, after giving due consideration to such recommendations and such other persons as it may wish to consider, present its proposed nominees to the Board of Directors, and the Board of Directors shall vote on each nominee.

Section 4. Removal; Resignation. Any Director may be removed, at any time and for any reason or no reason, by the vote of a majority of the Board of Directors. Any Director may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Chair or Secretary of the Foundation. Such resignation shall take effect at the time specified in the oral tender or written notice and, if not specified, immediately upon receipt. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. Any vacancy occurring on the Board of Directors for any reason, including as a result of an increase in the number of Directors constituting the Board of Directors, shall be filled by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor and until his or her successor is elected and qualified or until his or her earlier death, retirement, disqualification, resignation or removal.

Section 6. Annual Meetings. The annual meeting of the Board of Directors shall be held at the place and time determined by the Board of Directors, for the purpose of electing Directors and officers, reviewing the Foundation's Conflict of Interest Policy and for the transaction of such other business as may properly come before the meeting. Regular meetings shall be held on such date and at such time as may be designated from time to time by the Board of Directors, but not less than twice a year. Notice of annual and regular meetings of the Board of Directors need not be given, but if given such notice shall be given in accordance with Section 8 of this Article III.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chair (or President) whenever he or she deems it necessary, and shall be called by the Chair (or President) upon the request to do so in writing by a majority of the Board of Directors. The Chair (or President) shall fix the place and time for holding any special meeting of the Board of Directors.

Section 8. Notice. Notice of any annual or regular meeting of the Board of Directors, stating the place, day and hour of such meeting, may be given to each Director at his or her last known business or home address at least ten (10) days prior to such meeting by the mailing of written notice, by personal delivery of written notice or by telephonic or electronic transmission of notice (and the method of notice need not be the same for each Director). Notice of any special meeting of the Board of Directors, stating the purpose, place, day and hour of the meeting, shall be given to each Director at his or her last known business or home address at least seven (7) days and not more than thirty (30) days prior to such meeting by the mailing of written notice, by personal delivery of written notice or by telephonic, facsimile or electronic transmission of notice (and the method of notice need not be the same for each Director). If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage thereon prepaid. If sent by facsimile, e-mail or other electronic transmission, such notice shall be deemed to be delivered when directed to the fax number or e-mail address consented to by the Director, or by posting on an electronic network together with notice to the Director of the posting or the giving of separate notice.

Section 9. Waiver of Notice. Any Director may waive receipt of notice of any meeting before, at or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise required by law or specified by the Articles or these Bylaws, neither the business to be transacted nor the purpose of any annual meeting of the Board of Directors need be specified in the notice or the waiver of notice of such meeting.

Section 10. Quorum and Manner of Acting. One-third (1/3) of the Directors shall constitute a quorum for the transaction of business of any meeting of the Board of Directors, provided, that, if at anytime the Board of Directors consists of less than ten (10) members then in office, then a majority of the Directors shall constitute a quorum. Each Director shall be entitled to one vote and, if a quorum is present, the vote of a majority of the Directors present in person at a meeting shall be the act of the Board of Directors, unless a greater number is required by the Articles, these Bylaws or by the NRS. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum is present.

Section 11. Meetings Through Electronic Communications. Members of the Board of Directors or of any Committee (as defined in Article V) designated by the Board of Directors may participate in a meeting of the Board of Directors or such Committee, as applicable, by any means of electronic communications, videoconferencing, teleconferencing or other available technology permitted under the NRS including, without limitation, a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other. If any such means are utilized, the Foundation shall, to the extent required under the NRS, implement

reasonable measures to (a) verify the identity of each person participating through such means as a Director or member of the Committee, as the case may be, and (b) provide the Directors or members of the Committee a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Directors or members of the Committee, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

Section 12. Conflict of Interest. It is the policy of the Foundation to prohibit its Directors, officers or staff members from engaging in any activity, practice or act which conflicts with, or could reasonably be perceived to conflict with or give the appearance of conflicting with, the interests of the Foundation, its patrons, donors or suppliers. A conflict of interest may exist when the interests of activities of any Director, officer or staff member may reasonably be seen as competing with the interests and activities of the Foundation, or he or she derives a financial or other material gain as a result of the direct or indirect relationship. Any activity, practice or act which could give rise to a potential or perceived conflict of interest, no matter how small or insignificant, is to be reported to the Board of Directors and approved prior to engaging in such activity, practice or act. The Board of Directors shall adopt a Conflict of Interest Policy, which shall be furnished to each Director, officer and senior staff member serving the Foundation on an annual basis and to each person who may become associated with the Foundation in such capacity. The Conflict of Interest Policy shall be reviewed annually for the information and guidance of Directors, officers and staff members and any new Director, officer and staff member shall be advised of the policy upon undertaking the duties of such position.

Section 13. Compensation. A Director shall serve without salary or other compensation. The actual and reasonable expenses of Directors incurred for attendance at meetings or in connection with performance of their official duties may be paid or reimbursed by the Foundation upon approval of the Board of Directors.

Section 14. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any Committee of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by a majority of the Directors or Committee members entitled to vote upon such action at a meeting. Such action by written consent shall have the same force and effect as an affirmative vote of the Board or Committee members at a meeting. Such written consent (which may be signed manually or electronically or by any other means permitted by the NRS, and which may be in counterparts) shall be filed with the minutes of the proceedings of the meetings of the Board of Directors. If any written consent is signed by less than all of the Directors then in office, notice of such action shall be sent to those Directors who did not sign the written consent within ten (10) days of the date of such consent.

Section 15. Presumption of Assent. A Director of the Foundation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Foundation immediately after the adjournment of

the meeting or, if dissent is not noted when the minutes are circulated or approved, the dissenting Director may direct its inclusion. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 16. Vote by Secret Ballot. Voting for the election or removal of a Director shall be by secret written ballot if any Director so requests during any meeting.

ARTICLE IV OFFICERS

Section 1. Titles. The officers of the Foundation shall be (i) a Chair, (ii) a President, (iii) a Secretary, and (iv) a Treasurer. The officers of the Foundation may include (i) a Vice-Chair, (ii) a Past Chair or (iii) such other officers as may be deemed necessary or desirable by the Board of Directors. Other than the office of President, one individual may hold more than one office at a time. Officers of the Foundation shall be Directors; provided that Directors concurrently serving on the Las Vegas-Clark County Library District Board of Trustees may not serve as officers of the Foundation.

Section 2. Election and Term of Office. The officers of the Foundation shall be elected by the Board of Directors at the annual meeting, after the election of Directors, and shall take office immediately. Officer nominees and recommendations for Officer nominees may be submitted in writing by Directors, or by officers or staff of the Foundation, to the Nominating Committee of the Foundation or, if the Foundation does not have a Nominating Committee, to the Chair of the Foundation. If the Foundation has a Nominating Committee, such committee shall, or if the Foundation does not have a Nominating Committee, the Chair of the Foundation shall, after giving due consideration to such recommendations and such other persons as it may wish to consider, present its proposed nominees to the Board of Directors, and the Board of Directors shall vote on each nominee. The term of office for each officer shall be one year, provided that each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation, retirement, disqualification, or removal. If the election of any officer is not held at an annual meeting of the Board of Directors, such election shall be held as soon as conveniently possible thereafter. New offices may be created and filled, and vacancies may be filled, at any meeting of the Board of Directors. Each officer shall serve at the pleasure of the Board of Directors. The Board of Directors shall prescribe each officer's duties, fix such officer's compensation, and may require from such officer a security or a fidelity bond for faithful performance of the duties to be prescribed for such officer to the extent deemed reasonably necessary by the Board of Directors.

Section 3. Removal. Any officer may be removed, at any time and for any reason or no reason, by the vote of a majority of the Board of Directors. An officer removed from office will be automatically removed from the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer shall not in itself create contract rights.

Section 4. Resignations and Vacancies. Any officer may resign at any time by giving written notice to the Chair (or President) or Secretary. Any resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified

in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is subject to any rights or obligations under any existing contracts between the officer and the Foundation and is without prejudice to the rights, if any, of the Foundation. In the event of the resignation, removal, permanent disability, death or disqualification of any officer, the Board of Directors shall fill the vacancy for the unexpired portion of the term.

Section 5. Authority and Duties of Officers. The officers of the Foundation shall have the authority and shall exercise the powers and perform the duties specified by the Chair, the Board of Directors or these Bylaws, except that each officer shall also exercise such powers and perform such duties as may be required by law.

(a) Chair. The Chair shall set the agenda for and preside as chair at all meetings of the Board of Directors. The Chair shall be an ex-officio voting member of all Committees. He or she shall perform such other duties as may be determined from time to time by the Board of Directors.

(b) President. The Executive Director of the Foundation shall, at all times, serve as the President of the Foundation in an ex-officio capacity and, as such, shall exercise general supervision of all operations of the Foundation, subject to the control of the Board of Directors. All officers, agents and employees shall report and be responsible to the President. He or she shall perform such other duties as may be determined from time to time by the Board of Directors.

(c) Vice-Chair. The Vice-Chair, if any, shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair. He or she shall perform such other duties as may be determined from time to time by the Board of Directors..

(d) Past-Chair. The Past-Chair, if any, shall assist in advancing the goals and objectives of the Foundation through the application of knowledge gained through past service as Chair. He or she shall perform such other duties as may be determined from time to time by the Board of Directors.

(e) Secretary. The Secretary shall attend the meetings of the Board of Directors and, to the extent feasible, the meetings of the Committees of the Board of Directors, shall record or ensure that a record is maintained of the proceedings of all meetings of the Board of Directors and Committees, and shall maintain or cause to be maintained a complete and updated list of the members of the Board of Directors and all Committees, including the dates of election of each Director and Committee member. The Secretary shall also maintain or cause to be maintained a record of attendance of Directors at meetings. The Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Chair (or President) or by the Board of Directors. The Secretary shall have charge of all books, records, and papers of the Foundation, except those for which the Treasurer or some other person authorized to have charge thereof by the Board of Directors has responsibility. The Secretary shall provide or cause to be provided notice of meetings in accordance with these Bylaws and shall furnish certifications of Board actions, Bylaws and organizational documents. In the absence of the Secretary, the Chair (or President) shall appoint a person to act as secretary of a particular meeting.

(f) Treasurer. The Treasurer shall be the chief financial officer of the Foundation and shall receive and deposit or cause to be received or deposited in a bank approved by the Board of Directors all monies of the Foundation and keep or cause to be kept an accurate account thereof, review all financial statements, sign periodic financial reports and report or ensure that a report is made on the financial condition of the organization at annual meetings of the Board of Directors and whenever requested by the Board of Directors or Chair (or President). The Treasurer shall ensure that the books of the Foundation are available for inspection by the Chair (or President) and the Board of Directors. Upon the request of the Board of Directors or Chair (or President), the Treasurer shall make reports as may be required and work with outside accountants and auditors. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Chair (or President) or by the Board of Directors.

Section 6. Compensation and Expenses. The salary of the President, in his or her capacity as Executive Director of the Foundation, shall be fixed by the Board of Directors from time to time, provided, that compensation shall only be paid for personal services which are reasonable and necessary to carry out the purposes of the Foundation and shall not be excessive, and provided, further, that no compensation shall be paid to any government official, as defined in Section 4946(c) of the Code, or corresponding provisions of any subsequent U.S. federal tax laws. Reasonable expenses incurred in connection with performance of their official duties may be reimbursed to officers upon approval of the Chair, President, or the Board of Directors.

Section 7. Voting by Secret Ballot. Voting for the election or removal of an officer shall be by secret written ballot if any Director so requests during any meeting.

ARTICLE V COMMITTEES OF THE BOARD

Section 1. Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate and appoint one or more standing or special committees (each, a "Committee"). Each Committee shall consist of (a) one or more Directors and (b) such other persons as the Board of Directors may designate, who need not be members of the Board of Directors, except as otherwise set forth in these Bylaws. Each Committee may exercise the authority granted to it pursuant to these Bylaws or the enabling resolutions of the Board of Directors, except that no such Committee may take any action prohibited by NRS 82.206 (as amended from time to time or any successor statute). All Committees named in the Bylaws or mandated by the Board of Directors must take minutes of all meetings, which will be maintained with the Foundation's records by the Secretary. Rules governing procedures for meetings of any Committee may be established by the Board of Directors or, in the absence thereof, by the Committee itself. All Committees are to report promptly to the Board of Directors and to take only such actions as are specifically designated in these Bylaws or in the resolution establishing the Committee or setting forth its duties and responsibilities.

Section 2. Executive Committee. The Executive Committee shall be established to supervise and manage the operations and affairs of the Foundation, and to also serve as the Governance Committee. Except to the extent limited by resolution of the Board of Directors, the Executive Committee shall have all of the power of the Board of Directors whenever the Board of Directors is not in session. At all meetings of the Executive Committee, a majority of the

Committee members then in office shall constitute a quorum for the transaction of any business and an affirmative vote of a majority of the members of the Committee present at a meeting shall be necessary for the taking of any action. All actions taken by the Executive Committee within the scope of its authority, shall be valid and binding upon the Foundation for all purposes. The Executive Committee shall be chaired by the Chair and vice-chaired by the Vice-Chair, both of whom shall vote and participate fully in all activities of the Executive Committee. Its membership shall also include the President, the Past-Chair, the Treasurer, and the Secretary.

Section 3. Finance Committee. The Finance Committee, if any such Committee is designated by the Board of Directors, shall be responsible for controlling, managing, investing, and disposing of the property of the Foundation for the purpose of earning income, as distinguished from the application of such property and its income for the accomplishment of the charitable or educational objects and purposes of the Foundation. The Finance Committee shall consist of no less than three (3) Directors. At all meetings of the Finance Committee, a majority of the Committee members then in office shall constitute a quorum for the transaction of any business and an affirmative vote of a majority of the members of the Committee present at a meeting shall be necessary for the taking of any action. All actions of the Finance Committee shall be reported to the Board of Directors at its next meeting succeeding such action. At any time that the Foundation does not have a duly constituted Finance Committee, the Board of Directors shall have and exercise all of the powers and authority of such Committee.

Section 4. Nominating Committee. The Nominating Committee, if any such Committee is designated by the Board of Directors, shall be responsible for proposing persons for election as Directors and officers at the next annual meeting of the Board of Directors or, in the event of vacancies between annual meetings, proposing replacement Directors and officers for election. When considering, evaluating and recommending possible candidates for the Board of Directors, the Nominating Committee may consider such factors as gender, ethnicity, age, industry representation, geographic dispersion, the number, function and expertise of the Committee and the needs of the Board of Directors and the Foundation. At all meetings of the Nominating Committee, a majority of the Committee members then in office shall constitute a quorum for the transaction of any business and an affirmative vote of a majority of the members of the Committee present at a meeting shall be necessary for the taking of any action. All actions of the Nominating Committee shall be reported to the Board of Directors at its next meeting succeeding such action. At any time that the Foundation does not have a duly constituted Nominating Committee, the Board of Directors shall have and exercise all of the powers and authority of such Committee.

Section 5. Removal. Any member of a Committee may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the Foundation would be served thereby.

Section 6. Term. Each member of a Committee shall serve until the next annual meeting of the Board of Directors, or until a successor is appointed, unless the Committee shall be earlier terminated or unless any such member is removed from such Committee, or unless such member shall resign or cease to be qualified as a member thereof. Any member of a Committee may resign at any time either by oral tender of resignation at any meeting of such Committee or by giving written notice thereof to the Chair (or President) or Secretary of the Foundation.

ARTICLE VI
CORPORATE SEAL

The Board of Directors may, but is not required to, adopt a corporate seal of the Foundation. In the absence of the Secretary, the Chair or the President, or any designee has the power to attest and affix the corporate seal, if any, to any contract, deed, note or other instrument executed in the name of the Foundation.

ARTICLE VII
INDEMNIFICATION

Section 1. Definitions. For purposes of this Article VII:

(a) “Indemnitee” shall (a) mean each Director or officer who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding (as hereinafter defined), by reason of the fact that he or she is or was a Director or officer of the Foundation or is or was serving in any capacity at the request of the Foundation as a Director, officer, employee, agent, partner, member, manager or fiduciary of, or in any other capacity for, another corporation, partnership, joint venture, limited liability company, trust, or other enterprise (including an employee benefit plan) and (b) include a person who has ceased to be a Director or officer of the Foundation or a Director, officer, employee, agent, partner, member, manager or fiduciary of, or to serve in any other capacity for, another corporation, partnership, joint venture, limited liability company, trust or other enterprise, and shall inure to the benefit of his or her heirs, executors, administrators and legal representatives.

(b) “Proceeding” shall mean any threatened, pending, or completed action, suit or proceeding (including, without limitation, an action, suit or proceeding by or in the right of the Foundation), whether civil, criminal, administrative, or investigative, and any appeal therefrom.

Section 2. Right to Indemnification. Each Indemnitee shall be indemnified and held harmless by the Foundation to the fullest extent permitted by Nevada law against all judgments, fines, taxes, penalties, amounts paid in settlement and expenses, including attorneys’ fees, reasonably incurred or suffered by the Indemnitee in connection with any Proceeding; provided, that such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Foundation and, in any Proceeding that is criminal in nature, had no reasonable cause to believe that his or her conduct was unlawful.

Section 3. No Presumption. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Foundation or that, with respect to any Proceeding that is criminal in nature, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 4. No Right to Indemnification. The Foundation shall not indemnify an Indemnitee for any claim, issue or matter as to which the Indemnitee has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Foundation

or for any amounts paid in settlement to the Foundation, unless and only to the extent that the court in which the Proceeding was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such amounts as the court deems proper. Except as so ordered by a court and for advancement of expenses pursuant to this Article VII, indemnification may not be made to or on behalf of an Indemnitee if a judgment or other final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of law and was material to the cause of action, and provided further, that no such indemnification shall be made with respect to any settlement or other non-adjudicated position of any Proceeding unless the Foundation has given its consent to such settlement or other disposition.

Section 5. Advancement of Expenses. The expenses of Indemnitees shall be paid by the Foundation or through insurance purchased and maintained by the Foundation or through other financial arrangements made by the Foundation, as they are incurred and in advance of the final disposition of any Proceeding, upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Foundation.

Section 6. Non-Exclusivity of Rights. Nothing in this Article VII shall limit or affect any other right of any person to indemnification or expenses, including attorneys' fees, under any statute, rule or regulation, any provision of the Articles or these Bylaws, or any insurance policy, contract, or otherwise. The Foundation may, by action of its Board of Directors and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees.

Section 7. Insurance and Agreements. The Foundation may purchase and maintain insurance or make other financial arrangements on behalf of any Indemnitee for any liability and expenses asserted against or incurred by him or her. The Foundation is authorized to enter into agreements with any of its Directors, officers, or employees extending rights to indemnification and advancement of expenses to such person to the fullest extent permitted by applicable law, or to provide such indemnification and advancement of expenses pursuant to a resolution of the Board of Directors, but the failure to enter into any such agreement or to adopt any such resolutions shall not affect or limit the rights of such person pursuant to this Article VII.

Section 8. Authorization for Discretionary Indemnification. A person who has been successful on the merits or otherwise in the defense of any Proceeding or any claim, issue or matter therein shall be entitled to indemnification as authorized in this Article VII. Except as provided in the preceding sentence and unless ordered by a court, any indemnification under this Article VII, under any contract or otherwise, shall be made by the Foundation, if and only if, authorized in the specific case upon a determination that indemnification is proper in the circumstances. The determination shall be made (a) by the Board of Directors acting by quorum consisting of Directors who are not parties to the Proceeding, (b) if such a quorum is not obtainable, by independent legal counsel in a written opinion or (c) if a majority vote of a quorum consisting of Directors who are not parties to the Proceeding so orders, by independent legal counsel in a written opinion.

Section 9. Amendments to Indemnification Rights. The provisions of this Article VII relating to indemnification shall constitute a contract between the Foundation and each of its Directors and officers which may be modified as to any Director or officer only with that person's

consent or as specifically provided in this Section 9. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article VII which is adverse to any Director or officer shall apply to such Director or officer only on a prospective basis, and shall not limit the rights of an Indemnitee to indemnification with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws (including, without limitation, Article X), no repeal or amendment of these Bylaws shall affect any or all of this Article VII so as to limit or reduce the indemnification in any manner unless adopted by the unanimous vote of the Directors of the Foundation then serving, provided, that no such amendment shall have a retroactive effect inconsistent with the preceding sentence.

Section 10. Changes in Nevada Law. References in these Bylaws to Nevada law or the NRS or to any provision thereof shall be to such law as it existed on the date these Bylaws were adopted or as such law thereafter may be changed, provided that (a) in the case of any change which expands the liability of Directors or officers or limits the indemnification rights or the rights to advancement of expenses which the Foundation may provide in this Article VII, or if any provision in this Article VII shall be determined at any time to be unenforceable in any respect, the other provisions shall not in any way be affected or impaired thereby and the rights to limited liability, to indemnification and to advancement of expenses provided in the Articles and/or these Bylaws shall continue as theretofore to the fullest possible extent and enforcement permitted by law, or (b) if any change permits the Foundation, without the requirement of any further action by Directors, to limit further the liability of Directors or officers or to provide broader indemnification rights or rights to the advancement of expenses than the Foundation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

ARTICLE VIII MISCELLANEOUS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, or any agent or agents of the Foundation, in addition to the officers so authorized by these Bylaws, to execute and deliver any contract, agreement or instrument, including for the assignment, conveyance or encumbrance of property of the Foundation, in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances; however, the sale, lease or exchange of all of its property and assets shall be authorized only in the manner prescribed by the applicable law.

Section 2. Checks and Payment Orders. All checks, drafts or orders for the payment of money notes or other evidences of indebtedness issued in the name of the Foundation, shall be signed by any two officers of the Foundation, provided that such payments may be made electronically by the Foundation's certified public accountant, or other agents or employees of the Foundation may be designated as signatories on any account, if authorized by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Foundation shall be deposited to the credit of the Foundation in or with such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Books and Minutes. The Foundation shall keep correct and complete books and records of account and financial statements and shall also keep minutes of the proceedings of its Board of Directors and Committees. All books and records of the Foundation may be inspected by any Director or his or her accredited agent or attorney, or as otherwise set forth in these Bylaws, for any proper purpose and at any reasonable time.

Section 5. Gifts and Contributions. The Board of Directors and officers of the Foundation may accept on behalf of the Foundation, in accordance with any gift acceptance or other policies and procedures adopted by the Board of Directors, any designated contribution, grant, gift, devise or bequest consistent with its general tax-exempt purposes or for any special purpose of the Foundation. As so limited, donor designated contributions will be accepted for special funds, purposes or uses. Further, the Foundation shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used in a manner consistent with the restrictions contained in the grant and the Foundation’s tax-exempt purposes.

Section 6. Loans to Directors and Officers. No loans or advances, other than customary travel advances, shall be made by the Foundation to any of its Directors or officers.

ARTICLE IX
FISCAL YEAR

The fiscal year-end of the Foundation shall be December 31 of each calendar year.

ARTICLE X
AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by the affirmative vote of at least a majority of the Directors at any annual or special meeting of the Board of Directors. Any notice of a meeting at which these Bylaws are to be altered, amended or repealed, or new Bylaws may be adopted, shall include notice of such proposed action.

ARTICLE XI
CONSTRUCTION AND DEFINITIONS

The rules contained in the then current edition of Robert’s Rules of Order govern the Foundation in all cases in which they are applicable, and in which they are not inconsistent with these Bylaws, the Articles or any applicable law.

* * * *

CERTIFICATION

The undersigned, as the duly elected Secretary of Las Vegas-Clark County Library District Foundation, Inc., a Nevada nonprofit corporation (the “Foundation”), does hereby certify that the Board of Directors of the Foundation duly adopted the foregoing Amended and Restated Bylaws of the Foundation at a meeting on [●], 2023.

[●], Secretary



MEMORANDUM

TO: LVCCLD Foundation Board of Directors
FROM: Kelvin Watson, Executive Director
DATE: May 3, 2023
SUBJECT: Executive Director’s Report

These are highlights from the Library District:

Attended the 2023 UNLV State of the University President Address online- to celebrate the accomplishments from the past year and sets the path for the year ahead.

Attended the Innovative Roadmap Discussion with staff for an update from our current integrated library services provider and to review where they are headed for potential collaborations for the work the Library District is doing.

Attended the Asian Chamber of Commerce Annual Lunar New Year Gala and Community Achievement Awards: “Year of the Rabbit”, along with Development Director Jo Ann Prevetti and Trustee Foyt.

Met with Councilwoman Nancy Brune to tour Centennial Hills Library and to discuss future plans for the branch.

Met with RTC leadership team and Library staff to discuss new ideas to expand the current partnership.

Attended the Baker & Taylor, Bendable Meeting with staff and Jaime Cruz, Executive Director of Work Force Connections to review tools for potential use.

Attended the African American Teen Leadership Summit at West Las Vegas Library, led by Commissioner William McCurdy.

Visited and toured Basner Gallery at Tivoli Village with Community Engagement Director, Matt McNally and Darren Johnson of Gallery Services Manager to discuss future partnership and collaborations. Met with Mario Basner through LVEA.

Attended the Golden Knight Foundation Gala. Was able to show our new Golden Knights library card to attendees and discuss library initiatives.

Attended the Las Vegas City Council Public Meeting at City Hall to present the projected design of the new West Las Vegas Library. Plan was approved by City Council.

Selected to be a member of the Nevada Statewide Corrections and Reentry Advisory Council initiative led by Hope for Prisoners and Nevada DOC.

Attended the Vegas Chamber of Commerce Business After Hours Event with Development Director, JoAnn Prevetti.

Interviewed with "Wake Up with the CW" as a part of their Black History Month Celebration and to promote the new Golden Knight library card.

Attended the Springs Preserve Black History Month Celebration Event and received an award from Cox Communications as one of their Black History Month Honorees.

Attended the Knight Foundation Library & Media Conference in Miami, FL. Was a panelist for the "Pandemic Lessons: What changed since 2020?" session. Spoke about Libraries supporting digital equity.

Met with Nevada DMV staff to discuss next steps with the Library District license plate.

Participated in CCSD as Principal for the Day at Liberty High School. Toured the school, met staff, and spoke to an Air Force JROTC class.

Participated in Nevada Reading Week at Divich Elementary to read books to several classes. Read to two 2nd grade classes, one 4th grade class, and one kindergarten class.

Attended the 2023 SXSW EDU Conference in Austin Texas. Spoke as a panelist for the Counteracting Book Bans through Libraries session.

Attended the LVCCLD & COX "Party with a Purpose" to celebrate the 50th Anniversary of Hip Hop and to bring awareness to the affordable internet programs offered by Cox.

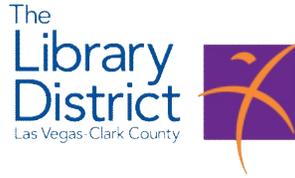
Introduction meeting with Director Dzurenda of the State of Nevada Department of Corrections to discuss potential partnership.

Interviewed with KNPR for their "State of Nevada" radio program to discuss book clubs, circulation, programming, and resources the Library District offers.

Participated in the interview panel for the Library District Regional Managers position. Two finalist candidates have been identified for the second round of interviews.

Attended the 2nd Annual "Chalk it Up" Festival at Summerlin Library.

Held Leadership Meet and Greet with UNLV's Library Leadership team along with the District's Administration team to discuss roles, ideas, goals, obstacles, and strategies.



ITEM VI. XXX

MEMORANDUM

TO: Foundation Board

FROM: JoAnn Prevetti, MBA – Development Director

DATE: May 18, 2023

SUBJECT: Development Report – March through May 2023

Development Financial Report Attached

The Development Department, on behalf of the Foundation and in collaboration with the Executive Director and library district staff, have had the following appointments in March/April/May of 2023.

Development Department Powerful Plays in March/April/May 2023

- 3/1/23 – Attended Cristo Rey High School’s Executive of the Year luncheon.
- 3/2/23 – Tour of Windmill Library with Roseman University Leadership re: health and wellness programming
- 3/2/23 – Follow up meeting with NNLM (medical library) regarding joint grant funding.
- 3/2/23 and 3/3/23 – Attended Library Card Signup partnership with Palms Casino employees
- 3/3/23 – Met with United Way re: Career Online Highschool programming (funded @ \$25k)
- 3/3/23 – Met with Neon Museum re: expansion of museum ticket programming
- 3/3/23 – Attended grand opening of The Beverly (Beverly Rogers Theater)
- 3/8/23 – Met with Latin Chamber of Commerce President, Mr. Peter Guzman, regarding installing 24/7 library at the Boulevard Mall.
- 3/9/23 – Met with Congresswoman Susie Lee’s office re: appropriation funding for library district. Submitted \$5M appropriations request for Rainbow Library.
- 3/9/23 – Met with Congressman Horsford’s office re: appropriation funding for West Las Vegas. Submitted \$10m appropriations request for West Las Vegas Library.
- 3/9/23 – Met with UMC re: Anytime Library @ UMC
- 3/22/23 – Attended and was an invited speaker to discuss grant writing and philanthropy at the State Treasurer’s Office – Women and Money Summit.
- 3/23/23 – Met with ED Watson, A-Team, and UNLV Library Leadership re: collaboration efforts.
- 3/23/23 – Attended Asian Chamber Luncheon
- 3/24/23 – Met with Intermountain Healthcare Leadership re: the implementation of the hypertension program (blood pressure machine checkouts) at the library. \$35k in funding received for the program.
- 3/27/23 – Met with United Way leadership and Foundation President, Elaine Sanchez, to discuss reporting for \$25k donation for COHS UW scholarships.
- 3/28/23 – Met with Chris Roman – Las Vegas Recycle re: next steps in Latino Marketing funding.

3/28/23 – Invited to sit at the Allegiant Airlines table for the Vegas Chamber Las Vegas Superbowl Host Committee luncheon. The host committee will be opening up grant applications in the next few months for 501c3's to apply. I will be submitting a grant request on behalf of the Foundation.

3/30/23 – Met with Boyd Gaming re: Foundation's '24 Gala

3/31/23 – Attended Latin Chamber Breakfast with A-Team members @ the Boulevard Mall to discuss the installation of the 24 hour library at the mall.

4/4/23 – Tour of Windmill Library with Congresswoman Lee's Library Legislative Team

4/4/23 – Post event conf. call with Ms. Tina Herrera – re: Women and Money Conference

4/6/23 – Tour of Windmill Library with UMC

4/6/23 – New Market Tax Credits with Crescent Financial for West Vegas

4/6/23 – City of Las Vegas Grant Funding Meeting

4/11/23 – Raiders Executive Leadership Tour of Library/Partnership Discussion

4/11/23 – Anonymous Donor Lunch

4/12/23 – EmployNV Career Hub – Ribbon Cutting – Hope for Prisoners Headquarters

4/13/23 – Meeting with Timothy Lam Foundation

4/14/23 – Invited guest to attend Latino Breakfast with Las Vegas Recycle to hear LT. Gov Stavros Anthony speak

4/20/23 – Dinner with New Market Tax Credit Attorney and Fred James (Foundation) re: West Las Vegas

4/21/23 – Tour of Windmill Library with Allegiant Airlines

4/27/23 – Asian Chamber Luncheon

4/28/23 – Latin Chamber Luncheon

4/29 – 5/3 – Philanthropy Conference in Florida

Guest Speaker at conference to discuss philanthropy and fundraising

5/5/23 – Library @ the Boulevard Mall ribbon cutting with Governor Lombardo

5/5/23 – Las Vegas Latin Chamber of Commerce breakfast

5/8/23 – Discussion with Roseman University re: National Library of Medicine Grant Funding

5/12/23 – Sunrise Hospital re: Library @ Sunrise

5/17 – 5/18 – Philanthropy Conference in Las Vegas

May/June Grants to be written - \$732,000

Engelstad Grant Funding - \$500,000

National Medical Library - \$27,000

Nevada Partners - \$30,000

The Big Idea = \$100,000

LSTA - \$75,000

Pending Meetings – May/June

Wanda Blair – LV Review Journal – extension of in-kind advertising

F-1 Legal Counsel

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May Foundation Meeting

The Development Department, on behalf of the Foundation and in collaboration with the Executive Director and library district staff, have raised the following funds in FY '22/'23

FOUNDATION AWARDED	FOUNDATION PENDING	FOUNDATION DENIED		BOOKSTORE SALES
\$672,750	\$510,000	\$635,000		\$204,530.44

May Foundation Meeting

	FOUNDATION AWARDED GRANTS			FOUNDATION	SUBMITTED Pending award notification	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		United Way	Tutoring Funding	\$250,000	NV Women’s Philanthropy	Mobil Library/Tech Community Van	\$500,000
Eagle Promotions	Support Library Programs	\$2,500		MGM	Tutoring Funding	\$80,000			
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)		Palms	Tutoring Funding	\$5,000			
Intermountain Healthcare	Blood Pressure Machines for checkout	\$35,000		Chase Bank	Library Programming	\$50,000			
LV Review Journal	Philanthropy Marketing *In-Kind Project (\$12,500)	\$12,500							
Wells Fargo	Title Sponsor - Women & Money The Financial Empowerment Summit	\$20,000							
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							

May Foundation Meeting

Anonymous Donor	Funding for creation of early learning kits	\$5,000							
David Simon Foundation	Funding for creation of early learning kits	\$3,500							
Nevada State Bank	Nevada State Bank	\$2,500k tutoring \$2,500k mobile phones							
Total Foundation Grants Awarded		\$672,750		Total Pending		\$510,000	Total Denied	Foundation	\$635,000

May Foundation Meeting

Foundation Round-Up and Individual Online Donations October 1, 2023 through May 8, 2023

