



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 5/3/2018

Staff Contact: Sena Loyd, Library Director

Agenda Title: For Possible Action: To approve and accept a \$1,128,570 grant given by the Hop and Mae Adams Foundation and Carson Incubator 1, LLC, to the Carson City Library for the purpose of a Special Library Services Program for Economic Development, as defined in the Donation Agreement, in Carson City.

Staff Summary: The Carson Incubator 1, LLC will donate for a period of three years, the lease of Adams Hub at \$176,190 per year. Hop and Mae Adams Foundation will also provide an annual donation to the Library of \$200,000 per year for three years, for a total of \$600,000 to further the program for Economic Development. The \$200,000 per year may also be used to gain matching funds or grants for the improvement or enhancement of the Economic Development efforts.

This grant money will fund a Business Development Manager (unclassified, at will position, M1 classification) overseen by the Carson City Library Director. The Library Director will establish and maintain a budget for the gift fund in accordance with NRS 379. The Library Director will report to the Board of Supervisors quarterly on the operations Adams Hub for Innovation.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to accept the grant, valued at \$1,128,570 given by the Hop and Mae Adams Foundation and Carson Incubator 1, LLC, to the Carson City Library for the purpose of a Special Library Services Program for Economic Development, as defined in the Donation Agreement, in Carson City.

Board's Strategic Goal

Economic Development

Previous Action

N/A

Background/Issues & Analysis

The Carson City Library Board of Trustees is authorized by Nevada Revised Statute Chapter 379 (Public Libraries) to enter into a lease agreement respecting real and personal property for the Carson City Library. This change was approved in the 2017 legislative session with SB 313. In this same NRS the Trustees are authorized to receive gifts and establish a special fund for said gifts to be used for special library services.

The grant above is being given for the purpose of a special library services program for Economic Development in Carson City. Economic Development is defined in the agreement as: a special library services program, facilitated by the Carson City Library, of business incubation, entrepreneur development, and business retention programs at the Adams Hub in Carson City. The program for Economic Development is in line with the

Library's mission to educate the citizens in Carson City, as it is the intent of the program to educate and support startup businesses, entrepreneurs, consultants, and freelancers in the challenging work of creating and building a new company.

HMAF is a charitable foundation that provides grant support to a wide variety of important causes in and around Carson City, Nevada. Carson Incubator 1, LLC, and Adams Hub, LLC is under the umbrella of HMAF. Both Carson Incubator 1, LLC and Adams Hub, LLC wish to support a program facilitated through the Library for Economic Development in Carson City. The HMAF has committed to donating \$200,000 per year for a period of three years; and, the Carson Incubator 1, LLC desires to donate a lease valued at \$176,190 per year for a period of three years to the Library Trustees for use by the Library.

HMAF is also requiring that rents and service charges be reinvested in the special library services program for Economic Development in Carson City. If any space is used or rented for purposes other than Economic Development, rent at fair market value will be charged and reinvested back into the special library services program of Economic Development in Carson City.

Nevada Revised Statute Chapter 379 also provides for a mechanism of reporting quarterly reports on library programs and operations to the Carson City Board of Supervisors. Should this grant be accepted, quarterly reports will be made to the Board of Supervisors regarding the operations of this special library program at the Adams Hub for Innovation.

The proposed budget for the operations of the special library program is attached, to be funded with the \$200,000 grant donation from HMAF. The budget includes an approved position under the City Manger's office for a Business Development Manager (job description and organizational chart attached, to be transitioned to the library, and reporting to the Library Director). Part time city staff will include high school and college interns who provide vital operational support to the Adams Hub for Innovation and business incubator clients. Other items of significance in the budget include a contingency of \$8,000 to install city fiber connections for staff phone and internet, \$45,000 for contract employees to continue to offer current Adams Hub programs, and \$21,000 for client telephone and fiber internet.

Proposed preliminary plan for year one of the Adams Hub for Innovation:

- Establish need for the community, including review of business retention, workforce development and business incubator needs.
- Develop strategic goals with measurable metrics for business retention, workforce development and business incubator that meet City of Carson City strategic plan, Carson City Library strategic plan, and Hop and Mae Adams Foundation contract agreement requirements.
- Establish and execute policy and procedure to ensure at least 25% cost recovery of services. Evaluate current programs viability and usefulness. Continue those that provide useful measurable metrics and provide significant ROI. Ex: Pre Accelerator, Artrepreneurs Workshops, Ideation and the Entrepreneurial Spirit, Lunchbox Learning, Mentor Meetings with Incubator Clients, Business Coaching , Entrepreneurs Assembly, Northern Nevada SBA/SBDC Business Counseling, Young African Leaders Institute, Governor's Office of Economic Development Trade Missions, New Entrepreneur Network, Pitchfest , Hackathons, Coworking, Business Incubation.
- Leverage Hop and Mae Adams Foundation funding to apply for Federal and State grants. Ex: Certified Success - A project designed to demonstrate the partnerships role in supporting business and manufacturing community development with a robust adult workforce with advanced skills. The results will be access to added assessments, trainings and certifications available to job seekers - the unemployed and the underemployed. Through this process the input and advice obtained from businesses, trade associations and workforce development organizations will ensure the library + Hub develops the resources, training and certifications that meet the needs of the community.
- Continue to market Adams Hub for Innovation through newsletters, speaking engagements, collaborations, and sponsorships.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Necessary creation of Special Revenue Fund 232

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: All costs to run the Economic Development program from the library will be restricted to the 232 special revenue fund, and other subsequent awards of grants funded in 275 Fund. Upon approval of the donation agreement, the accounts will be augmented in FY 18 and the FY 19 amounts will be added to the City's FY 19 Final Budget.

Alternatives

The Board may direct staff to proceed with other options.

Board Action Taken:

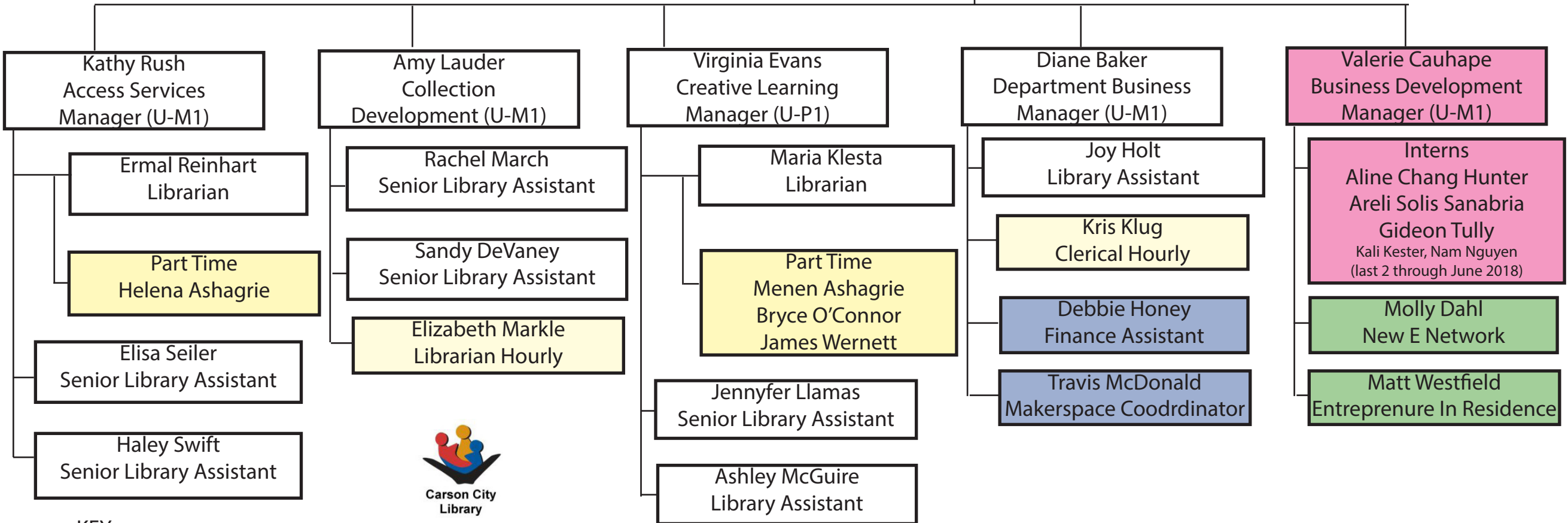
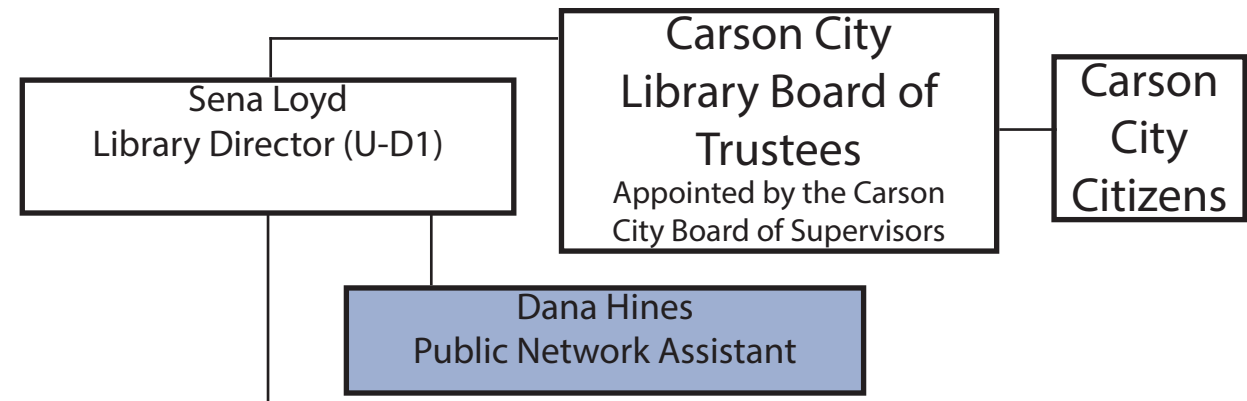
Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CARSON CITY LIBRARY ORGANIZATIONAL CHART



KEY

Full Time City Employee - 101 (U-PayGrade) Unclassified Employee	Part Time City Employee - 101	Full Time City Employee - 232	Part Time City Employee - 232	Professional Services Employee	Professional Service Contract - 232
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Full Time Employee =15 total

5/3/2018 Projected



JOB DESCRIPTION

JOB TITLE:	Business Development Manager	FLSA:	Exempt
DEPARTMENT:	Library	GRADE:	M13
REPORTS TO:	Library Director	DATE:	4-3-18

SUMMARY OF JOB PURPOSE:

Under general direction, directs, plans, and coordinates the activities and operations of the City's business incubator and economic development functions by working collaboratively with incubator tenants and clients, the Nevada Small Business Development Center, business service providers, economic development entities, and the business community.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Ensures the success of the City's commitment to supporting economic development by facilitating entrepreneurship and small business development.
- Oversees the day-to-day operation of the business incubator facility, including marketing the facility, recruiting potential tenants, and assisting in screening potential clients and making recommendations
- Conducts business counseling with tenants and clients.
- Works with community stakeholders and advances community partnerships on behalf of the City to stimulate economic development in the region.
- Acts as a catalyst to strengthen the region's small-business support network by coordinating the delivery of services to tenants and clients and working closely with other business service providers to facilitate tenant and client success.
- Evaluates and seeks potential funding sources through program revenue, grants, donors, etc.
- Develops and maintains a client database, prepares periodic reports, and maintains records of projects, progress and the status of the incubator.
- Coordinates, maintains, and reviews tenants' facility needs to ensure the incubator is meeting current targeted industry needs.
- Manages funds by planning and developing the incubator budget.
- Interacts extensively in person, over the telephone, or via e-mail with customers, staff and management, outside agencies, and vendors.
- Develops and maintains strong and effective relationships with the local business community
- Responds to requests for information and assistance from the general public.
- Uses a variety of computer equipment, software and databases and instructs customers and staff in their use.
- Contributes to the efficiency and effectiveness of service to customers by offering suggestions and directing/participating as a member of a work team.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

- Demonstrates courteous and cooperative behavior when interacting with the public and City staff; acts in a manner that promotes a harmonious and effective workplace environment.

ESSENTIAL FUNCTIONS:

- Represents the City on a variety of boards, commissions and committees.
- Prepares and presents staff reports and other correspondence.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Equivalent to Bachelor's degree in business administration or a related field; AND four (4) years of demonstrated experience in small business assistance and/or ownership; OR an equivalent combination of education, training and experience as determined by Human Resources.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Driver's License

Required Knowledge and Skills

Knowledge of:

- Business issues, financial management, business administration, accounting, communications and governmental policies and procedures.
- Applicable laws and regulations.
- Standard office practices and procedures, including the use of standard office equipment.
- Computer applications related to library services.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar and punctuation.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone.

Skill in:

- Performing complex problem definition and resolution activities.
- Development of strategic alternatives in a counseling environment.
- Preparing and interpreting a variety of documents.
- Interpreting, applying and explaining complex policies and regulations.
- Setting priorities, coordinating multiple activities and meeting critical deadlines.
- Establishing and maintaining effective relationships with the business community.
- Using tact, discretion and prudence in performance of duties.
- Preparing clear, accurate and concise reports, other written materials.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

- Answering customer questions.
- Exercising sound independent judgment within established guidelines.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.

SUPERVISION RECEIVED AND EXERCISED:

Under General Direction - Incumbents at this level have considerable latitude in the application of departmental policy, and they follow general guidelines or professional and administrative standards in accomplishing assignments. They are responsible for planning and organizing their own workload, but ordinarily cannot change methods of their assigned work unit, established operations, or departmental policy without supervisor approval. Supervision is minimal, indirect, and usually limited to technical oversight.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; exposure to traffic conditions and external environment when traveling from one office to another.

CONDITIONS OF EMPLOYMENT:

1. *Unclassified employees are “At Will” and as such, may be terminated at any time for any reason, or no reason.*
2. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
3. *Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.*
4. *Employees may be required to complete Incident Command System training as a condition of continuing employment.*
5. *New employees are required to submit to a fingerprint based background investigation which cost the new employee \$52.25 and a drug/alcohol screen which costs \$36.50. Employment is contingent upon passing the background and the drug/alcohol screen.*
6. *Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant’s Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.ucis.gov.*

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

“Carson City is an Equal Opportunity Employer”

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

[Rev. 5/24/2016 3:31:13 PM--2015]

CHAPTER 379 - PUBLIC LIBRARIES

GENERAL PROVISIONS

NRS 379.002	Goal of public libraries and information centers.
NRS 379.003	Master plan for libraries.
NRS 379.005	Definitions.
NRS 379.0051	“Consolidated library” defined.
NRS 379.0053	“County library” defined.
NRS 379.0055	“District library” defined.
NRS 379.0057	“Public library” defined.
NRS 379.0059	“Town library” defined.

CERTIFICATION OF PERSONNEL

NRS 379.007	Purpose of certification; certificate revocable.
NRS 379.0073	Regulations establishing standards for certification.
NRS 379.0077	Submission of application for certification and fingerprints; issuance of provisional certificate. [Effective until the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]
NRS 379.0077	Submission of application for certification and fingerprints; issuance of provisional certificate. [Effective on the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]
NRS 379.0078	Payment of child support: Statement by applicant for certification; grounds for denial of certification; duty of State Library, Archives and Public Records Administrator. [Effective until the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]
NRS 379.0079	Renewal of certification; information required of applicant; grounds for nonrenewal.
NRS 379.008	Confidentiality of application for certification and related documents; penalty; inspection of file by applicant.
NRS 379.0082	Suspension of certification for failure to pay child support or comply with certain subpoenas or warrants; reinstatement of certification. [Effective until the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]
NRS 379.0083	Regulations establishing fees relating to issuance and renewal of certificate.
NRS 379.0087	Regulations setting forth standards for approval of courses of study or training.
NRS 379.009	Filing and update of directory of personnel who hold certificates.

COUNTY, DISTRICT, CONSOLIDATED AND TOWN LIBRARIES

NRS 379.010	County library: Establishment and maintenance; county library fund.
NRS 379.020	Trustees of county library: Appointment; terms; vacancies; compensation; expenses; removal.
NRS 379.021	County library district: Procedure for formation; levy of tax for maintenance; library fund; separate account for gift fund and library fund.
NRS 379.022	Trustees of county library district: Appointment; terms; vacancies; compensation; expenses; removal; additional trustees if service extended.
NRS 379.0221	Consolidated library district: Consolidation of city into county library district in certain counties.
NRS 379.0222	Trustees of consolidated library district: Appointment; terms; compensation; removal; executive director.
NRS 379.0223	Consolidated library district: Name.
NRS 379.0224	Consolidated library district: Boundaries.
NRS 379.0225	Issuance of bonds by consolidated or county library district.
NRS 379.0227	Consolidated library district: Levy of tax; fund for the consolidated library; transfer of money to separate account.
NRS 379.023	Town library: Establishment and maintenance; levy of tax; town library fund.
NRS 379.025	Powers and duties of trustees of consolidated, county, district, town or other public library.
NRS 379.026	Gift funds of libraries: Establishment; source; use; investment of money.
NRS 379.027	Powers and duties of librarian.
NRS 379.030	Payment of claims against library fund.
NRS 379.040	Library to be free and accessible to public; regulations of trustees.
NRS 379.050	Transfer of property of district library to new county library in certain counties; merger of county library districts in certain counties; merger or consolidation of city or town library with county library district.
NRS 379.055	Transfer of county library district's property, money, contracts and appropriations to consolidated library district.
NRS 379.060	Extension of services of consolidated, county or district library: Contracts with counties, cities, towns and school districts.
NRS 379.065	Provision of library services of county library district in contiguous territory served by another library district or library: Request; joint study; determination by board of county commissioners; alteration of boundaries.

CITY LIBRARIES

NRS 379.070	Establishment and maintenance.
NRS 379.105	Governing authority of city library: Governing body of city or trustees; powers and duties of governing authority.
NRS 379.106	Gift fund.
NRS 379.107	Powers and duties of librarian.
NRS 379.120	Library to be free and accessible to public; regulations of governing authority.

REGIONAL LIBRARIES

NRS 379.142	“Political subdivision” defined.
NRS 379.143	Establishment and maintenance by agreement; apportionment of expenses; custody of money.
NRS 379.144	Transfer of money to regional library.
NRS 379.145	Division of property on withdrawal.
NRS 379.146	Regional library board: Appointment; terms; number.

REGIONAL NETWORKS OF LIBRARIES

NRS 379.147	“Library” defined.
NRS 379.1473	Legislative declaration.
NRS 379.1475	Agreement to form regional network of libraries.
NRS 379.148	Governing board of regional network of libraries: Members; organization; duties.
NRS 379.1483	Governing board of regional network of libraries: Duty to establish policies and procedures to govern programs and activities for libraries.
NRS 379.1485	Procedure for requests by participating library and governing board of regional network of libraries for grants of money related to regional services.
NRS 379.149	Power of governing board of regional network of libraries to contract with state agencies.

MISCELLANEOUS PROVISIONS

NRS 379.150	Agreements with State Library, Archives and Public Records Administrator for improvement of services.
NRS 379.160	Willful detention of or damage to property of public library; penalties; liability of parent or guardian.

GENERAL PROVISIONS

NRS 379.002 Goal of public libraries and information centers. It is the goal of the State’s publicly supported libraries and information centers to provide the resources and trained staff to meet the informational needs of all citizens.
(Added to NRS by [1981, 996](#))

NRS 379.003 Master plan for libraries. The governing body of every public library in this State shall develop, through a continuing process of planning, a master plan for the library or libraries for which it is responsible, including plans for levels of library services and resources, and shall submit the plan to the State Council on Libraries and Literacy. The master plan must be designed to extend 5 years into the future and must be made current at least every 2 years.
(Added to NRS by [1981, 996](#); A [1993, 1581](#))

NRS 379.005 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in [NRS 379.0051](#) to [379.0059](#), inclusive, have the meanings ascribed to them in those sections.
(Added to NRS by [1967, 1058](#); A [1981, 996](#); [1985, 8](#))

NRS 379.0051 “Consolidated library” defined. “Consolidated library” means a library established pursuant to [NRS 379.0221](#).
(Added to NRS by [1985, 7](#))

NRS 379.0053 “County library” defined. “County library” means a library established pursuant to [NRS 379.010](#).
(Added to NRS by [1985, 7](#))

NRS 379.0055 “District library” defined. “District library” means a library established pursuant to [NRS 379.021](#).
(Added to NRS by [1985, 7](#))

NRS 379.0057 “Public library” defined. “Public library” means a consolidated, county, district, city or town library, a group of libraries which have entered into an interlocal agreement or any other library predominantly supported by public money.
(Added to NRS by [1985, 7](#))

NRS 379.0059 “Town library” defined. “Town library” means a library maintained pursuant to [NRS 379.023](#).
(Added to NRS by [1985, 7](#))

CERTIFICATION OF PERSONNEL

NRS 379.007 Purpose of certification; certificate revocable. The purpose of certifying the personnel of public libraries is to protect the general welfare of the people of this State. Any certificate issued by the State Library, Archives and Public Records

Administrator is a revocable privilege and no holder of a certificate acquires any vested right therein.

(Added to NRS by [1995, 103](#); A [1997, 3147](#))

NRS 379.0073 Regulations establishing standards for certification.

1. The State Library, Archives and Public Records Administrator shall adopt regulations establishing standards for the certification by the State Library, Archives and Public Records Administrator of the personnel of public libraries in this State.

2. The regulations must include:

(a) Standards for the certification of various categories of library personnel, based upon their educational backgrounds, work experience and job descriptions.

(b) The qualifications required for certification, including the courses of study or training required for each category of certification.

3. The regulations may include:

(a) Provisions governing the issuance of conditional certificates to personnel of public libraries before the completion of all courses of study or other requirements for certification.

(b) Provisions governing the issuance of provisional certificates pursuant to [NRS 379.0077](#).

4. The regulations must provide that they do not apply to a public library unless the governing authority of the library has approved the regulations for use by the library.

(Added to NRS by [1995, 101](#); A [1997, 3147](#))

NRS 379.0077 Submission of application for certification and fingerprints; issuance of provisional certificate. [Effective until the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

1. An application for certification by the State Library, Archives and Public Records Administrator must include the social security number of the applicant.

2. Every applicant for certification by the State Library, Archives and Public Records Administrator shall submit with the application a complete set of his or her fingerprints and written permission authorizing the State Library, Archives and Public Records Administrator to forward the fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report. The State Library, Archives and Public Records Administrator may issue a provisional certificate pending receipt of the report if the Administrator determines that the applicant is otherwise qualified.

(Added to NRS by [1995, 102](#); A [1997, 2048, 3147](#))

NRS 379.0077 Submission of application for certification and fingerprints; issuance of provisional certificate. [Effective on the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.] Every applicant for certification by the State Library, Archives and Public Records Administrator shall submit with the application a complete set of his or her fingerprints and written permission authorizing the State Library, Archives and Public Records Administrator to forward the fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report. The State Library, Archives and Public Records Administrator may issue a provisional certificate pending receipt of the report if the Administrator determines that the applicant is otherwise qualified.

(Added to NRS by [1995, 102](#); A [1997, 2048, 3147](#), effective on the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings)

NRS 379.0078 Payment of child support: Statement by applicant for certification; grounds for denial of certification; duty of State Library, Archives and Public Records Administrator. [Effective until the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

1. An applicant for the issuance or renewal of certification shall submit to the State Library, Archives and Public Records Administrator the statement prescribed by the Division of Welfare and Supportive Services of the Department of Health and Human Services pursuant to [NRS 425.520](#). The statement must be completed and signed by the applicant.

2. The State Library, Archives and Public Records Administrator shall include the statement required pursuant to subsection 1 in:

(a) The application or any other forms that must be submitted for the issuance or renewal of the certification; or

(b) A separate form prescribed by the State Library, Archives and Public Records Administrator.

3. A certificate may not be issued or renewed by the State Library, Archives and Public Records Administrator if the applicant:

(a) Fails to submit the statement required pursuant to subsection 1; or

(b) Indicates on the statement submitted pursuant to subsection 1 that the applicant is subject to a court order for the support of a child and is not in compliance with the order or a plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to the order.

4. If an applicant indicates on the statement submitted pursuant to subsection 1 that the applicant is subject to a court order for the support of a child and is not in compliance with the order or a plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to the order, the State Library, Archives and Public Records Administrator shall advise the applicant to contact the district attorney or other public agency enforcing the order to determine the actions that the applicant may take to satisfy the arrearage.

(Added to NRS by [1997, 2047](#))

NRS 379.0079 Renewal of certification; information required of applicant; grounds for nonrenewal.

1. In addition to any other requirements set forth in this chapter, an applicant for the renewal of certification by the State Library, Archives and Public Records Administrator must indicate in the application submitted to the State Library, Archives and Public Records Administrator whether the applicant has a state business registration. If the applicant has a state business registration, the applicant must include in the application the business identification number assigned by the Secretary of State upon compliance with the provisions of [chapter 76](#) of NRS.

2. Certification may not be renewed by the State Library, Archives and Public Records Administrator if:

- (a) The applicant fails to submit the information required by subsection 1; or
- (b) The State Controller has informed the State Library, Archives and Public Records Administrator pursuant to subsection 5 of [NRS 353C.1965](#) that the applicant owes a debt to an agency that has been assigned to the State Controller for collection and the applicant has not:
 - (1) Satisfied the debt;
 - (2) Entered into an agreement for the payment of the debt pursuant to [NRS 353C.130](#); or
 - (3) Demonstrated that the debt is not valid.
- 3. As used in this section:
 - (a) "Agency" has the meaning ascribed to it in [NRS 353C.020](#).
 - (b) "Debt" has the meaning ascribed to it in [NRS 353C.040](#).
 (Added to NRS by [2013, 2728](#))

NRS 379.008 Confidentiality of application for certification and related documents; penalty; inspection of file by applicant.

1. Except as otherwise provided in [NRS 239.0115](#), an application to the State Library, Archives and Public Records Administrator for certification and all documents in the file of the State Library, Archives and Public Records Administrator relating to an application, including:

- (a) The applicant's health records;
 - (b) The applicant's fingerprints and any report from the Federal Bureau of Investigation;
 - (c) Transcripts of the applicant's records at colleges or other educational institutions;
 - (d) Correspondence concerning the application; and
 - (e) Other personal information concerning the applicant,
- are confidential.

2. It is unlawful to disclose or release the information in an application or a related document except pursuant to the written authorization of the applicant.

3. The State Library, Archives and Public Records Administrator shall, upon request, make available the file of the applicant for inspection by the applicant during regular business hours.

(Added to NRS by [1995, 102](#); A [1997, 3147](#); [2007, 2096](#))

NRS 379.0082 Suspension of certification for failure to pay child support or comply with certain subpoenas or warrants; reinstatement of certification. [Effective until the date of the repeal of 42 U.S.C. § 666, the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

1. If the State Library, Archives and Public Records Administrator receives a copy of a court order issued pursuant to [NRS 425.540](#) that provides for the suspension of all professional, occupational and recreational licenses, certificates and permits issued to a person who has been certified by the State Library, Archives and Public Records Administrator, the State Library, Archives and Public Records Administrator shall deem that person's certification to be suspended at the end of the 30th day after the date on which the court order was issued unless the State Library, Archives and Public Records Administrator receives a letter issued by the district attorney or other public agency pursuant to [NRS 425.550](#) to the person who has been certified by the State Library, Archives and Public Records Administrator stating that the person has complied with the subpoena or warrant or has satisfied the arrearage pursuant to [NRS 425.560](#).

2. The State Library, Archives and Public Records Administrator shall reinstate the certification of a person that has been suspended by a district court pursuant to [NRS 425.540](#) if the State Library, Archives and Public Records Administrator receives a letter issued by the district attorney or other public agency pursuant to [NRS 425.550](#) to the person whose certification was suspended stating that the person whose certification was suspended has complied with the subpoena or warrant or has satisfied the arrearage pursuant to [NRS 425.560](#).

(Added to NRS by [1997, 2048](#))

NRS 379.0083 Regulations establishing fees relating to issuance and renewal of certificate. The State Library, Archives and Public Records Administrator may adopt regulations establishing fees:

1. Of not more than \$5 for the issuance and renewal of a certificate. The fee for issuing a duplicate certificate must be the same as for issuing the original. The money received from such fees must be paid into the State General Fund.

2. To cover the amount charged by the Federal Bureau of Investigation for processing the fingerprints of an applicant. The money received from such fees must be deposited with the State Treasurer for credit to the appropriate account of the Division of State Library, Archives and Public Records of the Department of Administration.

(Added to NRS by [1995, 102](#); A [1997, 3148](#); [2001, 926](#); [2011, 2976](#))

NRS 379.0087 Regulations setting forth standards for approval of courses of study or training.

1. The State Library, Archives and Public Records Administrator shall adopt regulations setting forth standards for the approval of a course of study or training offered by an educational institution to qualify a person for certification.

2. Except as otherwise provided in subsection 3, the State Library, Archives and Public Records Administrator shall, upon the application of an educational institution or as the State Library, Archives and Public Records Administrator determines necessary, review and evaluate a course of study or training offered by an educational institution to qualify a person for certification. If the course of study or training meets the standards established by the State Library, Archives and Public Records Administrator, it must be approved by the State Library, Archives and Public Records Administrator.

3. In lieu of reviewing and evaluating a course of study or training, the State Library, Archives and Public Records Administrator may approve a course of study or training which is approved by a national agency for accreditation.

4. If the State Library, Archives and Public Records Administrator denies or withdraws approval of a course of study or training, the educational institution is entitled to a hearing and judicial review of the decision of the State Library, Archives and Public Records Administrator.

(Added to NRS by [1995, 102](#); A [1997, 3148](#))

NRS 379.009 Filing and update of directory of personnel who hold certificates. The State Library, Archives and Public Records Administrator shall file with the governing authority of each public library in this State a directory of all personnel who hold certificates, and shall advise the governing authority from time to time, as necessary, of changes or additions to the directory.

(Added to NRS by [1995, 103](#); A [1997, 3149](#))

COUNTY, DISTRICT, CONSOLIDATED AND TOWN LIBRARIES

NRS 379.010 County library: Establishment and maintenance; county library fund.

1. The board of county commissioners of each county may set apart a sum of money to be used in the establishment and maintenance of a public library in the county. Each year thereafter the board of county commissioners may set apart an amount of money for the purpose of operating and maintaining the library.

2. The fund so created is the county library fund.

[1:187:1925; A 1927, 84; 1943, 53; 1949, 110; 1955, 333] — (NRS A 1957, 20; [1967, 1060](#); [1981, 997](#))

NRS 379.020 Trustees of county library: Appointment; terms; vacancies; compensation; expenses; removal.

1. The board of county commissioners shall appoint five competent persons who are residents of the county to serve as county library trustees. Three trustees shall hold office for the terms of 1, 2 and 3 years respectively, and two trustees shall hold office for terms of 4 years. Annually thereafter, the board of county commissioners shall appoint one trustee who shall hold office for a term of 4 years, except that in those years in which the terms of two trustees expire, the board of county commissioners shall appoint two trustees for terms of 4 years. County library trustees shall hold office until their successors are appointed and qualified.

2. No trustee may be appointed to hold office for more than two consecutive 4-year terms.

3. All vacancies which may occur at any time in the office of county library trustee must be filled by appointment by the board of county commissioners.

4. County library trustees serve without compensation, except that the board of county commissioners may provide for compensation in an amount of not more than \$40 per meeting, with a total of not more than \$80 per month, and may provide travel expenses and subsistence allowance for the members in the same amounts as are allowed for employees of the county library.

5. The board of county commissioners may remove any trustee who fails, without cause, to attend three successive meetings of the trustees.

[2:187:1925; A 1956, 214] — (NRS A 1959, 329; [1967, 1060](#); [1971, 133](#); [1981, 997](#); [1989, 612](#))

NRS 379.021 County library district: Procedure for formation; levy of tax for maintenance; library fund; separate account for gift fund and library fund.

1. Whenever in any county a petition or petitions praying for the formation of a county library district and the establishment of a public library therein setting forth the boundaries of the proposed library district, certified by the district judge of any judicial district as being signed by 10 percent of the taxpayers or by taxpayers representing 10 percent of the taxable property in the proposed county library district, as shown by the last preceding assessment roll of the county, is presented to the board of county commissioners of the county in which the territory of the proposed county library district is situated, accompanied by an affidavit or affidavits of one or more of the signers thereof that the signatures thereto are genuine, the board of county commissioners shall, at its next regular meeting after the petition or petitions are so presented:

(a) Pass a resolution to the effect that a county library district with properly defined boundaries is to be established and cause to be published a notice thereof in a newspaper of general circulation within the district once a week for a period of 2 weeks; and

(b) Allow 30 days after the first publication of the notice during which all taxpayers of the district in which the district library is to be situated have the right to file protests with the county clerk.

2. If the aggregate of protests is less than 10 percent of the taxpayers voting in the last general election, the board of county commissioners shall order the creation of the county library district and the establishment of a public library therein and levy taxes in support and continued maintenance of the library in accordance with subsection 5.

3. If the aggregate of protests is more than 10 percent of the taxpayers voting in the last general election, the board of county commissioners shall proceed no further with reference to the establishment of a county library district without submitting the question to the voters at a primary or general election.

4. If the majority of votes cast at the election is against the establishment of the county library district, the question is lost and the board of county commissioners shall proceed no further. If the majority of votes is in favor of the county library district, the board of county commissioners shall, within 10 days after the election, order the creation of the county library district and establishment of a public library therein.

5. Upon the creation of a county library district and establishment of a public library therein, the board of county commissioners shall, at the next time for levying taxes and in each year thereafter, at the time and in the manner other taxes are levied, levy a tax upon all taxable property in the county library district to create and maintain a fund known as the library fund.

6. All money received by the county treasurer pursuant to subsection 5 and [NRS 379.026](#) may be transferred to a separate account established and administered by the trustees of a district library in accordance with the provisions of [NRS 354.603](#).

(Added to NRS by [1967, 1058](#); A [1981, 997](#); [1993, 1075](#); [1995, 2201](#))

NRS 379.022 Trustees of county library district: Appointment; terms; vacancies; compensation; expenses; removal; additional trustees if service extended.

1. After ordering the creation of a county library district and the establishment of a public library therein as provided in [NRS 379.021](#), the board of county commissioners shall appoint five competent persons who are residents of the county library district to serve as district library trustees.

2. The term of office of the trustees appointed pursuant to subsection 1 is as follows:

(a) Three persons must be appointed for terms of 2 years.

(b) Two persons must be appointed for terms of 4 years.

➤ Thereafter the offices of district library trustees must be filled for terms of 4 years in the order in which the terms expire. No person may be appointed to hold office for more than two consecutive 4-year terms.

3. A vacancy in the office of district library trustee which occurs because of expiration of the term of office must be filled by appointment by the board of county commissioners for a term of 4 years. A vacancy which occurs other than by expiration of the term must be filled by appointment by the board of county commissioners for the unexpired term.

4. The board of district library trustees may provide for compensation of members of the board in an amount of not more than \$40 per meeting, with a total of not more than \$80 per month, and may provide travel expenses and subsistence allowances for the members in the same amounts as are allowed for employees of the county library district.

5. The board of county commissioners may remove any district library trustee who fails, without cause, to attend three successive meetings of the trustees.

6. If the library trustees of any county library district have entered into a contract pursuant to [NRS 379.060](#) with any city within the county, they may add to their number two additional library trustees who are appointed by the governing body of the city to represent the residents of the city. The terms of office of the two additional library trustees are 3 years or until the termination of the contract with the city for library services, if that termination occurs sooner. The additional library trustees have the same powers and duties as the trustees appointed pursuant to subsection 1.

(Added to NRS by [1967, 1059](#); A [1971, 133](#); [1981, 336, 998](#); [1989, 612](#))

NRS 379.0221 Consolidated library district: Consolidation of city into county library district in certain counties. The trustees of a county library district in any county whose population is 700,000 or more and the governing body of any city within that county may, to establish and maintain a public library, consolidate the city into the county library district.

(Added to NRS by [1985, 7](#); A [1989, 1923](#); [2011, 1245](#))

NRS 379.0222 Trustees of consolidated library district: Appointment; terms; compensation; removal; executive director.

1. After the consolidation of a city into a county library district, the board of county commissioners and the governing body of the city shall each appoint five competent persons who are residents of the new consolidated library district to serve as trustees.

2. The terms of office of the trustees appointed pursuant to subsection 1 are as follows:

(a) Three persons appointed by each governing body must be appointed for terms of 4 years.

(b) Two persons so appointed must be appointed for terms of 2 years.

➔ Thereafter the offices of trustees must be filled for terms of 4 years in the order in which the terms expire. No person may be appointed to hold office for more than two consecutive terms.

3. A vacancy in the office of trustee which occurs because of the expiration of the term must be filled by appointment for a term of 4 years. A vacancy which occurs other than by expiration of the term must be filled by appointment for the unexpired term.

4. The trustees are entitled to receive a salary of \$40 per meeting, but not more than \$80 per month, in addition to the travel and subsistence allowances in the same amounts as are provided for employees of the consolidated library district.

5. The board of county commissioners or governing body of the city, as the case may be, may remove any trustee appointed by it:

(a) For cause, as described in [NRS 283.440](#); or

(b) Who fails, without good cause, to attend three successive meetings of the trustees.

6. The trustees may appoint an executive director for the consolidated library district who serves at the pleasure of the trustees.

(Added to NRS by [1985, 7](#); A [1989, 613](#); [1993, 2547](#))

NRS 379.0223 Consolidated library district: Name. The name of any consolidated library district established pursuant to [NRS 379.0221](#) must be selected by the trustees and include the name of the city having the largest population located within the boundaries of the consolidated library district.

(Added to NRS by [1985, 8](#); A [1993, 2548](#))

NRS 379.0224 Consolidated library district: Boundaries. The boundaries of a consolidated library district include all of the area of:

1. Each city that is consolidated into the county library district;

2. The county library district at the time of the establishment of the consolidated library district, except for an area annexed by another city which:

(a) Is not consolidated into the county library district;

(b) Has established a city library pursuant to [NRS 379.105](#) or created a municipal library district pursuant to the provisions of its charter; and

(c) Is included in a county library district, that has not merged with the consolidated library district, pursuant to an interlocal agreement before May 2, 2001, or pursuant to [NRS 379.065](#); and

3. Any other county library district which has merged with the county library district being consolidated.

(Added to NRS by [1985, 8](#); A [1997, 1755](#); [2001, 372](#))

NRS 379.0225 Issuance of bonds by consolidated or county library district.

1. Except as otherwise provided in this subsection, the trustees of a consolidated or county library district may propose the issuance of general obligation bonds in an amount not to exceed 10 percent of the total last assessed valuation of the taxable property of the district for the purpose of acquiring, constructing or improving buildings and other real property to be used for library purposes or for purchasing books, materials or equipment for newly constructed libraries. The trustees of a consolidated library district shall not propose an issuance of bonds or any other form of indebtedness unless a public hearing on the proposal is first held before the board of county commissioners and the governing body of the city that initially formed the consolidated library district pursuant to [NRS 379.0221](#). After such a public hearing has been held, the board of county commissioners and the governing body of the city may each:

(a) Adopt a resolution that supports or opposes in whole or in part the proposal of the trustees of the consolidated library district; and

(b) Transmit the resolution to the debt management commission of the county in which the district is situated.

2. A proposal for the issuance of bonds pursuant to subsection 1 must be submitted to the debt management commission of the county in which the district is situated for its approval or disapproval, pursuant to the provisions of [NRS 350.011](#) to [350.0165](#), inclusive. If the debt management commission approves the proposed issuance, the question of issuing the bonds must be submitted to the registered electors of the district in accordance with the provisions of [NRS 350.020](#) to [350.070](#), inclusive. If a majority of the electors voting on the question favors the proposal, the board of county commissioners shall issue the bonds as general obligations of the consolidated or county library district pursuant to the provisions of the Local Government Securities Law.

3. Any bond issued for purchasing books, materials or equipment for newly constructed libraries must be redeemed within 5 years after its issuance.

(Added to NRS by [1981, 996](#); A [1985, 9](#); [1989, 613](#); [1993, 2548](#); [1995, 772](#); [2001, 370](#))

NRS 379.0227 Consolidated library district: Levy of tax; fund for the consolidated library; transfer of money to separate account.

1. Upon the establishment of a consolidated library district, the board of county commissioners shall, at the next time for levying taxes and in each year thereafter, at the time and in the manner other taxes are levied, levy a tax upon all taxable property in the consolidated library district for the purpose of creating and maintaining a fund known as the fund for the consolidated library.

2. All money received by the county treasurer pursuant to subsection 1 and [NRS 379.026](#) may be transferred to a separate account established and administered by the trustees of a consolidated library district in accordance with the provisions of [NRS 354.603](#).
(Added to NRS by [1985, 8](#); A [1989, 614](#))

NRS 379.023 Town library: Establishment and maintenance; levy of tax; town library fund.

1. Any free public library existing on July 1, 1967, which was established in an unincorporated town pursuant to the provisions of chapter 90, Statutes of Nevada 1895, or of [NRS 379.070](#) to [379.120](#), inclusive, may be maintained pursuant to [NRS 379.005](#) to [379.040](#), inclusive.

2. So long as such library is so maintained, the board of county commissioners of the county in which such library exists shall each year, at the time and in the manner other taxes are levied, levy a tax upon all taxable property in such unincorporated town for the purpose of maintaining a fund to be known as the town library fund.

(Added to NRS by [1967, 1059](#); A [1981, 999](#))

NRS 379.025 Powers and duties of trustees of consolidated, county, district, town or other public library.

1. Except as otherwise provided in subsection 2, the trustees of any consolidated, county, district, town or other public library, and their successors, shall:

(a) Establish, supervise and maintain a library.

(b) Appoint, evaluate the performance of and, if necessary, dismiss a librarian or, in the case of a consolidated library district, an executive director.

(c) Hold and possess the property and effects of the library in trust for the public.

(d) In the case of a county library, submit annual budgets to the board of county commissioners, containing detailed estimates of the amount of money necessary for the operation and management of the library for the next succeeding year.

(e) In the case of a consolidated, district or town library, prepare annual budgets in accordance with [NRS 354.470](#) to [354.626](#), inclusive.

(f) In the case of a consolidated library district:

(1) Administer any separate account established pursuant to [NRS 354.603](#).

(2) Annually submit a budget to the board of county commissioners and governing body of the city for joint review and recommendation, which must contain detailed priorities and estimates of the amount of money necessary for the operation and management of the consolidated library district for the next succeeding year. Unless a majority of the members of the board of county commissioners and a majority of the members of the governing body of the city reject the budget within 21 days after it is submitted to them, the trustees shall cause copies of the final budget to be submitted to the board of county commissioners for attachment to the copy of the final budget for the county which is filed pursuant to [NRS 354.59801](#), and to the governing body of the city for attachment to the copy of the final budget for the city which is filed pursuant to [NRS 354.59801](#). If the budget is so rejected, the trustees shall resubmit a revised budget for joint review pursuant to this subparagraph.

(3) Submit quarterly reports to the board of county commissioners and governing body of the city concerning the budget and the programs of the library, and provide any additional information requested by either governing body as soon as is reasonably practicable after receiving the request.

(g) In the case of a district library, administer any separate account established pursuant to [NRS 354.603](#).

(h) Establish bylaws and regulations for the management of the library and their own management.

(i) Manage all the property, real and personal, of the library.

(j) Acquire and hold real and personal property, by gift, purchase or bequest, for the library.

(k) Administer any trust declared or created for the library.

(l) Maintain or defend any action in reference to the property or affairs of the library.

2. The trustees may:

(a) Make purchases and secure rooms.

(b) Authorize the merger or, subject to the limitations in [NRS 379.0221](#), the consolidation of a town or city library with a county library district.

(c) Invest the money in the appropriate library fund in accordance with the provisions of [chapter 355](#) of NRS.

(d) Do all acts necessary for the orderly and efficient management and control of the library.

3. The trustees shall, as a primary goal of the consolidated library district, provide the library facilities, resources and trained staff to meet the informational needs of all residents of the district.

(Added to NRS by 1959, 328; A [1967, 1060](#); [1969, 492](#); [1981, 999](#); [1985, 9](#); [1989, 614](#); [1993, 2548](#); [1995, 2202](#); [2011, 2729](#))

NRS 379.026 Gift funds of libraries: Establishment; source; use; investment of money.

1. The trustees of any consolidated, county, district or town library may establish with the county treasurer, as custodian, a special fund, to be known as the gift fund of the consolidated library, the gift fund of the county library, the gift fund of the district library or the gift fund of the town library, as the case may be. The money in such a fund must be derived from all or any part of any gift, bequest or devise, including the interest thereon. The fund must be a separate and continuing fund and no money in the fund reverts to the general fund of the county at any time.

2. The money in a gift fund of a library may be used for construction of new library buildings, capital improvements to library buildings, special library services or other library purposes. No expenditure from a gift fund of a library may be made until authorized by the trustees.

3. The trustees may invest or reinvest all or part of the money in the gift fund of a library in any investment authorized for city and county money under [chapter 355](#) of NRS.

(Added to NRS by 1961, 354; A [1967, 1061](#); [1985, 10](#))

NRS 379.027 Powers and duties of librarian. The librarian of any consolidated, county, district or town library shall administer all functions of the library, employ assistants and carry out the policies established by the trustees of the library, and may recommend policies to the trustees.

(Added to NRS by 1959, 328; A [1967, 1061](#); [1981, 1000](#); [1985, 10](#))

NRS 379.030 Payment of claims against library fund.

1. All claims for indebtedness incurred or created by the trustees of any consolidated, county, district or town library must:

(a) Be audited and approved by a majority of the trustees;

(b) Be presented to and acted upon by the board of county commissioners, unless a separate account has been established pursuant to [NRS 354.603](#); and

(c) Be paid out of the appropriate library fund in the same manner as claims against the county are presented, acted upon and paid.

2. In no case may any claim except for a library and reading room be allowed or paid out of the appropriate library fund.

3. Any money remaining in the county library fund on June 30 of any year reverts to the general fund of the county.

[3:187:1925; NCL § 5597] — (NRS A [1967, 1061](#); [1981, 1000](#); [1985, 10](#); [1989, 615](#))

NRS 379.040 Library to be free and accessible to public; regulations of trustees. The library and reading room of any consolidated, county, district or town library must forever be and remain free and accessible to the public, subject to such reasonable regulations as the trustees of the library may adopt.

[4:187:1925; NCL § 5598] — (NRS A [1967, 1061](#); [1985, 10](#))

NRS 379.050 Transfer of property of district library to new county library in certain counties; merger of county library districts in certain counties; merger or consolidation of city or town library with county library district.

1. Whenever a new county library is provided for in any county whose population is 45,000 or more, the trustees of any district library in the county previously established may transfer all books, funds, equipment or other property in the possession of such trustees to the new library upon the demand of the trustees of the new library.

2. Whenever there are two or more county library districts in any county whose population is 45,000 or more, the districts may merge into one county library district upon approval of the library trustees of the merging districts.

3. Whenever there is a city or a town library located adjacent to a county library district, the city or town library may:

(a) Merge with the county library district upon approval of the trustees of the merging library and district; or

(b) Subject to the limitations in [NRS 379.0221](#), consolidate with the county library district.

4. All expenses incurred in making a transfer or merger must be paid out of the general fund of the new library.

[1:140:1929; A 1956, 213] + [2:140:1929; NCL § 5600] — (NRS A [1967, 1062](#); [1969, 493](#); [1985, 11](#); [1989, 1923](#); [2001, 1987](#); [2011, 1245](#))

NRS 379.055 Transfer of county library district's property, money, contracts and appropriations to consolidated library district. All property, money, and contracts of, and appropriations to, the county library district being consolidated become the property, money and contracts of, and appropriations to, the consolidated library district.

(Added to NRS by [1985, 8](#))

NRS 379.060 Extension of services of consolidated, county or district library: Contracts with counties, cities, towns and school districts.

1. The trustees of any consolidated, county or district library shall cooperate with and enter into contracts with the board of county commissioners of any other county, or with any city or town in any other county, or with any school district, when necessary to secure to the residents of the other county, or to the residents of the city or town in the other county, or to the pupils of the school district, the same privileges of the consolidated, county or district library as are granted to or enjoyed by the residents of the county or consolidated or county library district, or such privileges as may be agreed upon in the contract. The consideration agreed upon must be specified in the contract, and must be paid into the consolidated, county or district library fund or a special fund for library purposes of the county providing the service.

2. Any contracting county, city, town or school district may terminate any contract which may be entered into upon such terms as may be agreed upon by the parties thereto.

3. Any county, city or town wherein a library has been established may cooperate with and contract with the trustees of any consolidated, county, district or town library to obtain for the residents of the county, city or town an increase in library services or such privileges as may be agreed upon.

4. The trustees of any consolidated, county or district library may cooperate with and contract with the board of county commissioners of any other county, relative to any phase of library service.

5. Any county, city or town contracting for library service may at any time establish a library for the use of its inhabitants, whereupon its contract for service may be continued or terminated on such terms as may be agreed upon by the parties thereto.

6. The tax-levying body of any county, city or town contracting to receive library services may budget for and levy a tax to meet the terms of the contract. The board of trustees of a school district may budget to meet the terms of the contract.

7. The trustees of the consolidated, county or district library providing services may expend any amounts received in consideration of any such contract in addition to the amount budgeted for the consolidated, county or district library.

[1:144:1945; A 1956, 213] + [2:144:1945; 1943 NCL § 5598.02] + [3:144:1945; 1943 NCL § 5598.03] + [4:144:1945; 1943 NCL § 5598.04] — (NRS A 1959, 279; 1961, 168; [1967, 1062](#); [1981, 1000](#); [1985, 11](#))

NRS 379.065 Provision of library services of county library district in contiguous territory served by another library district or library: Request; joint study; determination by board of county commissioners; alteration of boundaries.

1. If the trustees of a county library district desire to provide library services in territory which is contiguous to its boundaries but is within the boundaries of another county library district, a consolidated library district or a county, city or town which has a library, the trustees of the county library district may submit a request to the trustees of such a library or library district to provide library services within that territory.

2. If the trustees of a library or library district that receives a request pursuant to subsection 1 desire that the library or library district receive such library services, the trustees shall conduct a joint study with the county library district to determine whether the county library district has the financial capability to provide the library services. If the results of the study demonstrate that the county library district has such financial capability, the county library district may alter its boundaries to include the territory.

3. If:

(a) The trustees of a library or library district that receives a request pursuant to subsection 1 do not desire that the library or library district receive such library services; or

(b) The results of a study conducted pursuant to subsection 2 demonstrated that the county library district did not have the financial capability to provide the library services,

➔ the county library district may submit the matter to the board of county commissioners of the county for its determination. The board of county commissioners may request such information from the county library district and library or library district as necessary to make its determination. If the board of county commissioners determines it is in the best interest of the residents of the territory to receive library services from the county library district, the board of county commissioners shall by resolution authorize the county

library district to alter its boundaries to include the territory. In making such a determination, the board of county commissioners may solicit public comment from residents who are affected by the proposed alteration of the boundaries of the county library district through polling, public hearings, submission of an advisory question at an election or any other form of public comment.

4. The provisions of this section do not apply to alter the boundaries of any library or library district for the purposes of taxes levied for the repayment, when due, of the principal of and interest on bonds, notes or other indebtedness issued before the effective date of the alteration.

(Added to NRS by [2001, 371](#))

CITY LIBRARIES

NRS 379.070 Establishment and maintenance. Any free public library which has been established in a city pursuant to chapter 90, Statutes of Nevada 1895, or any other law prior to July 1, 1967, or which is established after July 1, 1967, may be maintained and shall be governed by the provisions of [NRS 379.070](#) to [379.120](#), inclusive.

[1:48:1956] — (NRS A [1967, 1063](#))

NRS 379.105 Governing authority of city library: Governing body of city or trustees; powers and duties of governing authority.

1. The governing body of the city shall determine whether:

- (a) To constitute itself the governing authority of the city library; or
- (b) To appoint a board of trustees as such governing authority.

2. If library trustees are appointed, they and their successors shall:

(a) Establish, supervise and maintain a library.

(b) Appoint a librarian.

(c) Hold and possess the property and effects of the library in trust for the public.

(d) Submit annual budgets to the governing body of the city, containing detailed estimates of the amount of money necessary for the operation and management of the library for the next succeeding year.

(e) Establish bylaws and regulations for the management of the library and their own management.

(f) Manage all the property, real and personal, of the library.

(g) Acquire and hold real and personal property, by gift, purchase or bequest, for the library.

(h) Administer any trust declared or created for the library.

(i) Maintain or defend any action in reference to the property or affairs of the library.

3. If appointed, the library trustees may:

(a) Make purchases and secure rooms.

(b) Authorize the merger of a city library with a county library district.

(c) Do all acts necessary for the orderly and efficient management and control of the library.

4. The governing authority has all the powers and duties with respect to the city library that district library trustees have with respect to a district library.

(Added to NRS by 1959, 328; A [1965, 747](#); [1967, 1063](#); [1969, 493](#); [1981, 1001](#))

NRS 379.106 Gift fund.

1. The governing authority of any city library is authorized to establish with the city treasurer, as custodian, a special fund, known as the "..... city library gift fund." The moneys in such fund must be derived from all or any part of any gift, bequest or devise, including the interest thereon. The gift fund is a separate and continuing fund and no moneys in it revert to the general fund of the city at any time.

2. The moneys in a city library gift fund may be used for construction of new library buildings, capital improvements to library buildings, special library services, or other library purposes. No expenditure from a city library gift fund may be made until authorized by the governing authority.

3. The governing authority of a city library may invest or reinvest all or part of the moneys in the city library gift fund in any investment authorized for city and county moneys under [chapter 355](#) of NRS.

(Added to NRS by 1961, 354; A [1967, 1064](#); [1981, 1002](#))

NRS 379.107 Powers and duties of librarian. The librarian of any city library shall administer all functions of the library, employ assistants and carry out the policies established by the governing authority, and may recommend policies to the governing authority.

(Added to NRS by 1959, 328; A [1967, 1064](#); [1981, 1002](#))

NRS 379.120 Library to be free and accessible to public; regulations of governing authority. The library and reading room shall forever be and remain free and accessible to the people of the city, subject to such reasonable rules and regulations as the governing authority may adopt.

[6:48:1956] — (NRS A [1967, 1064](#))

REGIONAL LIBRARIES

NRS 379.142 "Political subdivision" defined. As used in [NRS 379.142](#) to [379.146](#), inclusive, "political subdivision" means a consolidated, county, city, town, or county library district, or legally established libraries therein.

(Added to NRS by 1959, 280; A [1965, 430](#); [1985, 12](#))

NRS 379.143 Establishment and maintenance by agreement; apportionment of expenses; custody of money.

1. Any two or more political subdivisions may join in establishing and maintaining a regional library through a written joint agreement of their governing bodies.

2. The agreement shall provide for the fair apportionment of expenses and that the treasurer or other fiscal officer of one of the participating political subdivisions shall be selected as treasurer of the regional library and shall have custody of the funds of the regional library.

(Added to NRS by 1959, 280)

NRS 379.144 Transfer of money to regional library. The treasurer or other fiscal officer of the other participating political subdivisions shall transfer to the treasurer of the regional library all moneys collected for regional public library purposes in their respective political subdivisions, in accordance with a joint agreement.

(Added to NRS by 1959, 280; A [1965, 430](#))

NRS 379.145 Division of property on withdrawal. If one of the participating political subdivisions withdraws from the agreement, it is entitled to a division of the property of the regional library on the basis of its contribution.

(Added to NRS by 1959, 280)

NRS 379.146 Regional library board: Appointment; terms; number.

1. Each regional library shall be governed by a regional library board appointed in accordance with a method jointly agreed upon by the governing bodies of the participating political subdivisions, for a term of not more than 4 years.

2. The regional library board shall consist of not less than 5 nor more than 11 members.

(Added to NRS by 1959, 280)

REGIONAL NETWORKS OF LIBRARIES

NRS 379.147 "Library" defined. As used in [NRS 379.147](#) to [379.149](#), inclusive, "library" includes public libraries, school libraries where authorized by school districts, academic libraries, special libraries and the State Library, Archives and Public Records.

(Added to NRS by [1981, 726](#); A [1985, 125](#))

NRS 379.1473 Legislative declaration. The Legislature declares:

1. That the State recognizes the desirability of supporting the extension of library services beyond the jurisdiction of any single library;

2. That the formation of a regional network of libraries is an effective means of providing services beyond local boundaries; and

3. That all public libraries in this State should be linked to regional networks to form a system of communications and provision of services which will encourage cooperation and maximum use of available resources.

(Added to NRS by [1981, 726](#))

NRS 379.1475 Agreement to form regional network of libraries.

1. The governing bodies of two or more libraries may enter into an agreement to form a regional network of libraries for the purpose of facilitating regional cooperation, improved communications and sharing of resources. The purposes of the regional network may be furthered by such activities as:

(a) Developing and operating interlibrary systems to improve access to dispersed library and information services.

(b) Applying new technologies for improved efficiency in the use and availability of resources.

(c) Improving access to advanced research which will help increase productivity and solve emerging problems of common concern.

2. An agreement to form a regional network of libraries is subject to the provisions of the Interlocal Cooperation Act.

(Added to NRS by [1981, 726](#))

NRS 379.148 Governing board of regional network of libraries: Members; organization; duties.

1. A regional network of libraries is governed by a board consisting of one representative from each participating entity.

2. The board shall:

(a) Elect its own officers.

(b) Establish rules for its own governance and bylaws for the operation of the regional network.

(c) Prepare an annual budget for the regional network.

(d) Develop, through a continuing process of planning, a master plan for the regional network of libraries for the provision of regional services. The master plan must be designed to extend 5 years into the future and must be made current at least every 2 years.

(Added to NRS by [1981, 726](#))

NRS 379.1483 Governing board of regional network of libraries: Duty to establish policies and procedures to govern programs and activities for libraries. The governing board of a regional network of libraries has primary responsibility for, and shall establish policies and procedures to govern, library programs and activities which extend beyond the jurisdiction of any single participating library. These programs and activities include but are not limited to libraries, interlibrary loans, development of databases and utilization of new technologies for communication among libraries.

(Added to NRS by [1981, 727](#))

NRS 379.1485 Procedure for requests by participating library and governing board of regional network of libraries for grants of money related to regional services.

1. Whenever a participating library seeks a grant of money related to regional services from the State, the Federal Government or another source, it must first submit the request to the governing board of the regional network for review.

2. After review, the governing board of the regional network shall forward the request to the granting agency along with its comments and suggestions for priority. If the request is for a state grant, the granting agency must consider the priority designated by the governing board.

3. The governing board may request and receive gifts or grants of money from the State, the Federal Government or another source for purposes of the regional network. Among requests for state grants, requests from the regional network have priority over requests from participating libraries.

(Added to NRS by [1981, 727](#))

NRS 379.149 Power of governing board of regional network of libraries to contract with state agencies. The governing board of a regional network of libraries may enter into contracts with state agencies for:

1. The administration of grants of money for library purposes; and

2. The provision of library services,

↪ in the region served by the regional network.

(Added to NRS by [1981, 727](#))

MISCELLANEOUS PROVISIONS**NRS 379.150 Agreements with State Library, Archives and Public Records Administrator for improvement of services.**

A library operated pursuant to the provisions of this chapter may enter into agreements with the State Library, Archives and Public Records Administrator, where the objective of the agreements is the improvement of library service.

(Added to NRS by 1957, 341; A [1997, 3149](#))

NRS 379.160 Willful detention of or damage to property of public library; penalties; liability of parent or guardian.

1. Any person who willfully detains any book, newspaper, magazine, pamphlet, manuscript, filmstrip or other property of any public library or reading room for more than 30 days after receipt of written notice demanding the return of any such article or property shall be punished by a fine of not more than \$500.

2. Any person who willfully cuts, tears, defaces, breaks or injures any book, map, chart, picture, engraving, statue, coin, model, apparatus or other work of literature, art, mechanics or object of curiosity deposited in any public library or reading room shall be punished by a fine of not more than \$500.

3. The parent or guardian of a minor who willfully and maliciously commits any acts within the scope of subsection 1 or 2 is liable for all damages so caused by the minor.

(Added to NRS by 1957, 6; A [1965, 125](#); [1967, 563](#); [1985, 114](#))

PREPARED 04/16/18,	BUSINESS INCUBATOR	REPARATION WO	KSHEET			PAGE	1
PROGRAM GM601L		FISCAL YEAR 2	19		ACCOUNT	ING PERIOD 10/	2,018
		FY 17	ADJUSTED	Y-T-D	ESTIMATED	TENTATIVE	FINAL
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUALS	BUDGET	ACTUALS	FY 2018	FY 2019	FY 2019
MISCELLANEOUS REVENUE							
RENTS AND ROYALTIES							
232-0000-363.01-00	LEASES	-	6,000	-	6,000	50,000	50,000
		-----	-----	-----	-----	-----	-----
* RENTS AND ROYALTIES		-	6,000	-	6,000	50,000	50,000
GIFTS/DONATIONS							
232-0000-365.32-01	ANNUAL CONTRIBUTION	-	205,000	-	205,000	200,000	200,000
		-----	-----	-----	-----	-----	-----
* GIFTS/DONATIONS		-	205,000	-	205,000	200,000	200,000
MISCELLANEOUS							
232-0000-366.01-65	INCUBATOR MEMBERSHIPS	-	60	-	60	12,000	12,000
		-----	-----	-----	-----	-----	-----
* MISCELLANEOUS		-	60	-	60	12,000	12,000
		-----	-----	-----	-----	-----	-----
** MISCELLANEOUS REVENUE		-	60	-	60	12,000	12,000
BEGINNING BALANCE							
232-0000-395.00-00	BEGINNING BALANCE	-	-	-	-	167,837	167,837
		-----	-----	-----	-----	-----	-----
* BEGINNING BALANCE		-	-	-	-	167,837	167,837
		-----	-----	-----	-----	-----	-----
** BEGINNING BALANCE		-	-	-	-	167,837	167,837
		-----	-----	-----	-----	-----	-----
*** BUSINESS INCUBATOR		-	211,060	-	211,060	429,837	429,837
		-----	-----	-----	-----	-----	-----
			FY18				
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17	ADJUSTED	Y-T-D	ESTIMATED	TENTATIVE	FINAL
BUSINESS INCUBATOR							
Salaries and Wages							
232-6200-455.01-01	SALARIES	-	11,880	-	11,880	73,500	73,500
232-6200-455.01-02	HOURLY/SEASONAL	-	3,880	-	3,880	20,000	20,000
		-----	-----	-----	-----	-----	-----
* Salaries and Wages		-	15,760	-	15,760	93,500	93,500
EMPLOYEE BENEFITS							
232-6200-455.02-25	MEDICARE	-	211	-	211	1,300	1,300
232-6200-455.02-30	RETIREMENT	-	3,395	-	3,395	21,000	21,000
232-6200-455.02-40	GROUP INSURANCE	-	1,698	-	1,698	10,500	10,500
232-6200-455.02-50	WORKERS' COMPENSATION	-	243	-	243	1,500	1,500
232-6200-455.02-71	PHONE ALLOWANCE	-	160	-	160	960	960
	MOBILE DEVICE	-	1,000	-	1,000	-	-
		-----	-----	-----	-----	-----	-----
* EMPLOYEE BENEFITS		-	6,707	-	6,707	35,260	35,260
SERVICE AND SUPPLIES							
232-6200-455.03-09	PROFESSIONAL SERVICES	-	7,000	-	7,000	40,240	40,240
232-6200-455.03-30	TRAINING	-	1,000	-	1,000	4,000	4,000
232-6200-455.05-42	PRINTING / ADVERTISING	-	809	-	809	4,000	4,000
232-6200-455.05-45	MEMBERSHIP / PUBLICATIONS	-	809	-	809	3,000	3,000
232-6200-455.05-80	TRAVEL	-	2,000	-	2,000	5,000	5,000
232-6200-455.06-01	OFFICE SUPPLIES	-	809	-	809	5,000	5,000
232-6200-455.06-25	OPERATING SUPPLIES	-	2,000	-	2,000	18,000	18,000
232-6200-455.07-10	TELEPHONE	-	3,395	-	3,395	21,000	21,000
232-6200-455.07-12	POWER	-	647	-	647	4,000	4,000
232-6200-455.07-13	HEATING	-	566	-	566	3,500	3,500
232-6200-455.07-25	SEWER CHARGES	-	92	-	92	1,000	1,000
232-6200-455.07-26	WATER CHARGES	-	92	-	92	1,000	1,000
232-6200-455.07-27	STORM DRAIN CHARGE	-	81	-	81	500	500
	CONTINGENCY - CITY NETWORK	-	-	-	-	8,000	8,000
	BUILDING INSURANCE	-	1,294	-	1,294	8,000	8,000
	TAXES	-	162	-	162	7,000	7,000
		-----	-----	-----	-----	-----	-----
* SERVICE AND SUPPLIES		-	20,756	-	20,756	133,240	133,240
** LIBRARY	Ending Fund Balance	-	167,837	-	167,837	167,837	167,837
		-----	-----	-----	-----	-----	-----
*** LIBRARY		-	167,837	-	167,837	167,837	167,837
**** BUSINESS INCUBATOR		-	43,223	-	43,223	262,000	262,000
		-----	-----	-----	-----	-----	-----
		-	211,060	-	211,060	429,837	429,837

DONATION AGREEMENT

**BETWEEN THE HOP & MAE ADAMS FOUNDATION, CARSON INCUBATOR 1, L.L.C.,
AND THE CARSON CITY LIBRARY BOARD OF TRUSTEES,**

**FOR THE PURPOSE OF A SPECIAL LIBRARY SERVICES PROGRAM FOR
ECONOMIC DEVELOPMENT IN CARSON CITY**

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DONATION AGREEMENT

BETWEEN THE HOP & MAE ADAMS FOUNDATION, CARSON INCUBATOR 1, L.L.C., AND THE CARSON CITY LIBRARY BOARD OF TRUSTEES,

FOR THE PURPOSE OF A SPECIAL LIBRARY SERVICES PROGRAM FOR ECONOMIC DEVELOPMENT IN CARSON CITY

This Donation Agreement is made and entered into this ____ day of May, 2018, by and between the Hop & Mae Adams Foundation, Carson Incubator 1, LLC, and the Carson City Library Board of Trustees for the purpose of a program for Economic Development in Carson City.

WITNESSETH

1. DEFINITIONS

Capitalized terms used throughout this agreement have the meanings given to them in this section unless otherwise specified.

- 1.1 **Adams Hub** (also referred to as the “Hub”): The property, building, furniture, and fixtures located at, on, or within, 111 W. Proctor Street, in Carson City, Nevada.
- 1.2 **City**: The Consolidated Municipality of Carson City.
- 1.3 **Director**: The Carson City Library Director
- 1.4 **Economic Development**: A special library services program, facilitated by the Carson City Library, of business incubation, entrepreneur development, and business retention programs at the Adams Hub in Carson City.
- 1.5 **HMAF**: The Hop & Mae Adams Foundation: 5598 North Eagle Road #102, Boise, Idaho, 83713.
- 1.6 **Incubator**: Carson Incubator 1, LLC, an entity under the umbrella of the HMAF and the fee title owner of 111 W. Proctor Street, Carson City, Nevada.
- 1.7 **Library**: The Carson City Library, and Carson City Library employees, agents, and volunteers working with or under the supervision of the Trustees or the Director.
- 1.8 **Trustees**: The Carson City Library Board of Trustees, the governing body of the Carson City Library.

2. RECITALS

Whereas the Carson City Library Board of Trustees is authorized by NRS Chapter 379 to enter into a lease agreement respecting real and personal property for Carson City Library purposes;

Whereas NRS Chapter 379 also authorizes the Trustees to receive gifts and establish a special fund for said gifts;

Whereas NRS Chapter 379 additionally authorizes the money in the gift fund to be used for special library services;

Whereas the HMAF is a charitable foundation that provides grants to support a wide variety of important causes in and around Carson City, Nevada;

Whereas the Incubator is the owner of the property known as the Adams Hub;

Whereas the HMAF and the Incubator in conjunction with each other wish to support a program facilitated through the Library for Economic Development in Carson City;

Whereas to support the program for Economic Development in Carson City, the HMAF has committed to donating \$200,000 per year for a period of three years; and, the Incubator has committed to donating a lease valued at \$176,190 per year for a period of three years to the Trustees for use by the Library;

Whereas as the program for Economic Development is in line with the Library's mission to educate the citizens in Carson City, as it is the intent of the program to educate and support startup businesses, entrepreneurs, consultants, and freelancers in the challenging work of creating and building a new company;

Now therefore, the Trustees therefore accept the donations to support the program for Economic Development in Carson City; and

In consideration of the above, the parties agree to the following:

3. PURPOSE

The Trustees acknowledge and accept the generous donations of the HMAF and the Incubator to enable the Library to carry out a special library program for Economic Development in Carson City. This agreement serves to document the intentions and the rights and responsibilities of the parties.

4. TERM

This agreement, upon execution, is effective for a period of three years, unless sooner terminated pursuant to the terms within the document.

5. SCOPE AND CONSIDERATION

5.1 During the term of this agreement the Hub will be leased for use by the Library to operate and manage all parts of the Hub, as the Library deems appropriate, and to perform any act deemed necessary or desirable for the operation and management of the Hub so long as it is for the purpose of Economic Development. The lease to use the Hub, with an annual value of \$176,190, is donated to the Library by the Incubator for the three-year term of this agreement.

5.2 The HMAF will also provide an annual donation to the Library of \$200,000 per year for three years, for a total of \$600,000 to further the program for Economic Development. The \$200,000 per year may also be used to gain matching funds or grants for the improvement or enhancement of the Economic Development efforts. The first payment of \$200,000 will be provided within 15 days of the execution of this agreement, and each subsequent payment of \$200,000 will be provided within 15 days of the anniversary date of this agreement.

5.3 In exchange, the Library agrees to abide by the purpose for which the donations are intended, and be responsible for the operation and management of all parts of the Adams Hub, in the Library's program for Economic Development in Carson City.

6. RESTRICTED USE FOR LEASE

It is understood and agreed that the Library's right to occupy and operate the Hub, as granted herein, shall continue only so long as the Library is in compliance with the terms of this agreement.

7. STATUS OF INDEPENDENT CONTRACTOR

The parties agree that each are fulfilling their obligations under this agreement as an independent contractor, and as such, is not an agent or employee of the other party. Additionally, nothing contained in this agreement shall be deemed or construed to create a legal partnership, nor joint venture, nor to create relationships of an employer-employee or principal-agent.

8. CERTAIN DUTIES OF THE LIBRARY

The Library shall, for the purpose of Economic Development:

- 8.1** Operate, manage, and maintain the Hub in a safe and efficient manner, as a public facility.
- 8.2** Employ such staff as necessary to operate and manage the Hub in an efficient, professional and orderly manner.
- 8.3** Establish rules applicable to Hub occupants, guests, and attendees, and enforce the same.
- 8.4** Rent, at its discretion, the offices inside the Hub to third parties.
- 8.5** Establish all fees, rents, and charges for the use of or services provided in the Hub.

- 8.6 Collect those fees and rents at its discretion, and reinvest any revenue collected into Economic Development.
- 8.7 Operate the Hub on the Library's own credit and hold harmless the HMAF and the Incubator from any and all claims, demands or liability on account thereof.
- 8.8 Furnish, without cost to the HMAF, additional equipment as necessary for the suitable operation of the Hub. The HMAF and the Incubator shall not be responsible for any debts incurred by the Library in the performance of the terms agreed upon herein.
- 8.9 Assume full responsibility and expenses for electric, gas, water, utilities, sewer, garbage, telephone service and repair, fire system monitoring, and intrusion alarm monitoring and repair, and internet.
- 8.10 Provide, at its expense, maintenance according to the triple-net commercial lease standards, except as otherwise provided in section 9.2 and after the requirements of sections 8.11 and 9.1 are completed.
- 8.11 Hire a person to conduct a thorough inspection of the Hub to inform the Incubator and the HMAF of any immediate or deferred maintenance issues within 30 day of the execution of this agreement.
- 8.12 Upon termination or expiration of this agreement, surrender the Hub in as good condition as when received, ordinary wear and tear excepted.
- 8.13 Meet with the HMAF, at least once annually, to review compliance with agreement.
- 8.14 Agree to retain HMAF as a tenant of the Hub subject to the standard rent and standard incubator rules established by the City.
- 8.15 Agree to retain the Carson City Arts and Culture Director as a tenant of the Hub in the studio space in the rear of the Hub.
- 8.16 Agree to use the Adams Hub name during the term of this agreement, subject to the indemnification in accordance with section 10 of this agreement.
- 8.17 Abide by all other duties and responsibilities in this agreement that are not specifically listed in this section.

9. CERTAIN DUTIES OF THE HMAF AND THE INCUBATOR

The HMAF and the Incubator, jointly and severally shall:

- 9.1 Repair any immediate and deferred maintenance issues identified by the inspection noted in section 6.11, within 30 days for repairs under \$5,000, and 60 days for repairs over \$5,000.

- 9.2** Provide at its sole expense proper and reasonable maintenance and repair of the roof, foundation; building exterior; mainline plumbing; and the HVAC (heating, ventilation and air conditioning) system.
- 9.3** Allow the Library to use the Adams Hub name for the purpose of Economic Development, subject to the indemnification provisions in section 10, during the term of this agreement.
- 9.4** Allow the Library to rent the office space inside the Adams Hub at its discretion for the purpose of Economic Development. This includes allowing the spaces to be rented, at its discretion, to tenants who are fulfilling other purposes, so long as the offices used for other purposes are rented at fair market value and the rents collected are reinvested into the overall purpose of Economic Development.
Space may also be rented for joint purposes (partial Economic Development and partial other purposes) and be considered as fulfilling the purpose of Economic Development at the Library's discretion so long as any rent collected at the Library's discretion is reinvested into the overall purpose of Economic Development.
- 9.5** Abide by all other duties and responsibilities in this agreement that are not specifically listed in this section.
- 9.6** Meet with the Director, at least once annually, to review compliance with the agreement.

10. INDEMNIFICATION

10.1 The HMAF and the Incubator expressly assume liability for and agree at their own expense, to indemnify, defend with counsel acceptable to the Trustees (which acceptance will not be unreasonably withheld), and hold harmless, the Library and City employees, officers, officials, agents, and volunteers (“Indemnitees”) from, and against, any, and all: liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with its ownership, possession, use, operation, or management of the Hub.

10.2 The Trustees agree, to the extent permitted by law and subject to the maximum liability and provisions of NRS chapter 41, to indemnify and defend the HMAF and the Incubator from any and all claims and damages of any and all sort, where such claims or damages are caused as a result of the Library and/or City in its management of Hub..

11. INSURANCE

The HMAF and the Incubator have provided the value of the Hub, including personal property located within it, to the Library.

11.1 The value of the Hub is approximately \$2,000,000 with approximately \$100,000 of personal property inside, including furniture and fixtures.

The Trustees will, at the board's own cost and expense, maintain Commercial General Liability Insurance written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) including but not limited to bodily injury and property damage insurance for third parties with a limit of not less than \$1,000,000 each occurrence. The Library will list the HMAF and the Incubator as additional insureds under its Commercial General Liability insurance on its policy with respect to liability arising out of the ownership, maintenance or use of the premises leased to the Library.

11.2 The Trustees will also maintain Commercial Property Insurance covering the building, fixtures, and equipment and contents, based on the current, estimated replacement cost value of such property. Coverage shall, at minimum, cover the perils insured under the ISO special class of loss form CP 10 30.

11.3 The Incubator shall be included as an insured with the applicable loss payable endorsement under the commercial property insurance with respect to its interest in such property insured.

11.4 The Trustees shall also maintain boiler and machinery/equipment breakdown insurance covering the building, fixtures, equipment, tenant improvements and betterments, and the Library's personal property for loss or damage caused by the explosion of steam boilers or equipment breakdown.

11.5 The Trustees the Incubator, and the HMAF hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the building, tenant improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or boiler and machinery insurance required above.

11.6 All such coverage to be provided by insurance carriers must be currently rated by A.M. Best as "A-VII" or better.

12. DAMAGE AND RESTORATION

12.1 Total Destruction:

If the buildings or other improvements on the premises licensed under this agreement or the personal property should be totally destroyed (i.e., damage in excess of partial destruction as defined in Section 11.2) by fire or other casualty or a force majeure occurrence, the Trustees shall have the option, to be exercised in writing within sixty (60) days of such destruction, to either (a) terminate this agreement in which event the parties shall have no further obligations hereunder, or (b) elect to repair and restore the Hub, subject to the availability of insurance proceeds to restore the building, improvements and personal property in a good and

workmanlike manner to a condition as good as or better than the condition in which the buildings, improvements and personal property existed prior to their total destruction.

12.2 Partial Destruction:

If the buildings or other improvements in the Hub licensed for use under this agreement or the personal property should be partially damaged by fire or other casualty or a force majeure event, then the Trustees shall, subject to the availability of insurance proceeds (it being understood and acknowledged that the Trustees shall have no obligation to repair or restore any portion of the Hub if insurance proceeds are not available to fully restore the same), restore the buildings, improvements and personal property in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings, improvements and personal property existed prior to their damage or destruction. For purposes of this section, the term "partially damaged" means: (a) damage to the extent of one third or less of the value of the buildings, improvements and personal property at the Hub. If the insurance proceeds made available to the Trustees are not sufficient to fully restore the premises, then the Trustees may terminate this agreement upon written notice to the HMAF and the Incubator in which event the parties shall have no further liability hereunder. In addition, notwithstanding anything in this section to the contrary, if, as a result of the partial destruction of the premises, the Trustees are unable to make full and productive economic use of the Hub and, in the Trustees' reasonable determination, the full and complete restoration of the Hub will take in excess of one hundred eighty (180) days, then the Trustees may, upon written notice to the HMAF and the Incubator, within sixty (60) days after the partial destruction occurs, terminate this agreement, in which event the parties shall have no further obligations hereunder.

13. ALTERATIONS AND IMPROVEMENTS

- 13.1** The Trustees have inspected the Hub and hereby accepts the Hub in its present Condition subject to the provisions in 8.11 and 9.1.
- 13.2** In the event that the Trustees wish to make improvements to the Hub, the board may do so after the written approval of the HMAF and the Incubator.
- 13.3** The Trustees or the board's designee shall keep the premises and said improvements free and clear of liens for labor and materials and shall hold the HMAF and the Incubator harmless from any responsibility in respect thereto.

14. OWNERSHIP OF IMPROVEMENTS

- 14.1** All temporary improvements, furnishings, and equipment purchased, constructed or installed on the premises by the Trustees shall be the personal property of the Trustees and the Trustees shall have legal title thereto during the term of this agreement.

- 14.2** Upon the expiration, termination, or default of this agreement, title to all permanent improvements constructed on the premises shall vest in the HMAF and the Incubator.
- 14.3** Title to all temporary improvements such as supplies, furnishings, inventories, and removable equipment and other personal property not originally provided by the HMAF and the Incubator shall remain the Trustees' and the Trustees shall have the right to remove such items, so long as removal does not damage the Hub.
- 14.4** The Trustees shall consider any reasonable offer from the HMAF and the Incubator to buy above items from the Trustees upon expiration or termination of this agreement.

15. RIGHT OF CANCELLATION

- 15.1** The Trustees may exercise a unilateral termination right of this agreement at any time for any reason during the term of this agreement. If such termination is elected, it will be considered a no-fault termination. However, the Trustees will refund the prorated portion of the \$200,000 grant already paid for the year to the HMAF. If the Trustees elect to terminate the agreement under this provision, it will issue a written notice of intent to vacate the premises with not less than thirty days' notice to the HMAF and the Incubator.
- 15.2** If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within thirty days, the notice shall be null and void.
- 15.3** If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the agreement upon expiration of such remedy period. The rights of termination referred to in this agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

16. VACATING THE PREMISES

- 16.1** In the event of the termination of this agreement for any reason other than expiration, the Library shall peaceably vacate the Hub within such time as may be specified in the written notice to vacate, except in cases where continued presence of the Library would cause immediate injury or damage to the Library or other persons, in which case vacation may be immediate.
- 16.2** Upon the expiration or earlier termination of this agreement, the Trustees shall return the real and personal property located at the Hub in the same or better condition, excepting normal wear and tear, than when it was received by the Trustees. The HMAF and the Incubator agree to have the Hub and all personal property, fixtures, and equipment located within the Hub appraised at the time this agreement is executed and to supply the Trustees with a schedule and current value of the same.

17. THIRD PARTY RIGHTS

This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in any person not a party hereto.

18. EXCLUSIVE

This is an exclusive agreement between the Trustees and Licensee during the term of the agreement.

19. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Licensee shall be addressed to:

Steve Neighbors, Co-Trustee
Hop & Mae Adams Foundation
5598 North Eagle Road #102
Boise, Idaho, 83713

Notice to Trustees shall be addressed to:

Library Board of Trustees
Attention: Sena Loyd, Library Director
900 N. Roop Street
Carson City, Nevada, 89701

20. MEDIATION

The parties hereto shall use their best efforts to settle any dispute, claim, question, or disagreement arising from or relating to this agreement or breach thereof. Any dispute, claim, question, or disagreement that is unable to be resolved by following the procedures outlined in this agreement shall, agree to meet and confer regarding the dispute with the following people in attendance: the Library Director, HMAF Co-Trustee Steve Neighbors, and the appropriate Deputy District Attorney for Carson City. Should the issue remain unresolved, the parties agree to submit to non-binding mediation before pursuing any remedies in a court of law.

21. GOVERNING LAW

This agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. The parties agree and consent to venue in the First Judicial District Court in Carson City, Nevada.

22. SOPHISTICATED PARTIES AND DRAFTING PRESUMPTION

The parties agree that each has had their respective counsel review this agreement and are sophisticated entities, and as such this agreement shall be construed as if it was jointly drafted.

23. SEVERABILITY

If any provision contained in this agreement is held to be invalid, void, or unenforceable by a court of law or in equity, the provisions of this agreement not adjudicated as such will remain in full force and effect. The non-enforceability of any such provision shall not be held to render any other provision or provisions of this agreement unenforceable.

24. ENTIRE AGREEMENT

This agreement and any exhibits specifically recited herein constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, and discussions, that may have been made in connection with this agreement. Unless an integrated attachment to this agreement specifically displays a mutual intent to amend a particular part of this agreement, general conflicts in language between any such attachment and this agreement shall be construed consistent with the terms of this agreement.

25. TAXES AND OTHER GOVERNMENT OBLIGATIONS:

All parties to this contract agree that they are solely responsible for the payment of any federal, state, or local, taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court incident to their respective duties under this agreement.

26. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from the HMAF or the Incubator as it relates to this transaction may be open to public inspection and copying. The Trustees will have the duty to disclose such information or documents received from the HMAF or the Incubator unless a particular record is made confidential by law or a common law balancing of interests outweighs the strong public interest in disclosure of the information. The HMAF or the Incubator may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that the HMAF and the

Incubator agree to indemnify and defend the Trustees for honoring such a designation. The failure to so label any document that is released by the Trustees shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

27. PROPER AUTHORITY AND BINDING EFFECT

The parties hereto represent and warrant that the person executing this agreement on behalf of each party has the full power and authority to do so. This agreement is binding upon the Trustees, The HMAF, the Incubator and their respective successors.

28. ACKNOWLEDGMENT AND EXECUTION

This agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one agreement. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

IN WITNESS WHEREOF, the parties hereto have set their hands and subscribed their signatures as of the date and year indicated.

**ORIGINATING DEPARTMENT
Carson City Library**

Sena Loyd, Director
Carson City Library

By: _____
Director

Dated: _____

**APPROVAL AS TO FORM
Carson City District Attorney**

By: Iris Yowell
Carson City District Attorney's Office

By: _____
Deputy District Attorney

Dated: _____

Hop & Mae Adams Foundation
Steve Neighbors, Co-Trustee
Hop & Mae Adams Foundation
5598 North Eagle Road #102
Boise, Idaho, 83713

By: _____
Co-Trustee

Dated: _____

Carson Incubator, LLC
Steve Neighbors, Manager
5598 North Eagle Road
Suite #102
Boise, Idaho, 83713

By: _____
Manager

Dated: _____

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Library Board of Trustees for Carson City, Nevada at their publicly noticed meeting of _____ approved the acceptance of the attached Contract hereinbefore identified as CONTRACT No. _____. Further, the Trustees authorize the Chair to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY LIBRARY BOARD OF TRUSTEES

By: _____
JEREMY HAYS, TRUSTEES CHAIR

DATED this ___ day of _____, 2018.

ADAMS HUB FOR INNOVATION

FOR THE PURPOSE OF A SPECIAL LIBRARY SERVICES PROGRAM FOR ECONOMIC DEVELOPMENT IN CARSON CITY



By the Numbers

- 5 year Business Survival – **87% of incubated businesses** vs. *44% of small businesses*
- Incubation client tenure **18 months to 3 years**
- **94% are non-profit**
- *54% are mixed use*
- Since 2005 **+74% increase in remote workers**
- *Community without borders = spontaneous collaborations that spawn businesses*

2017 @ Adams Hub

Current Services

- Business Incubation
- Co-Working
- New E Network
- Young African Leaders Institute
- SBA/SBDC Business Counseling
- Entrepreneurs Assembly
- Business Coaching
- Lunchbox Learning
- Pre Accelerator Workshops

Statistics

- Near 100% occupancy in private offices
- 20 Member companies
- 8 New
- 6 regular partners to help grow business
- 34 mentors
- Over 600 students reached by New E

Case Studies – Incubator Clients

Mapwater

- DRI Researcher and Adams Hub startup founder Dr. Justin Huntington
- Grants from Google, NASA and Bechtel
- Build out “Climate Engine”
- Private and Public sector applications

TriForce

- Developed an innovative new solution to stretching carpet
- Utility patent
- Carson City Library used for research
- Video: https://youtu.be/_dOSD2viV2s

Partnership

Library Strategic Goals

- Inspire Learning
- Facilitate Connection
- Create Opportunity



City Strategic Goals

- Economic Development
 - Cultivate a vibrant, diverse, and dynamic economy that attracts and retains business and a skilled workforce.
- Quality of Life and Community
 - Promote educational, cultural, and recreational opportunities that contribute to the health and well-being of our community.

Overview of Operations

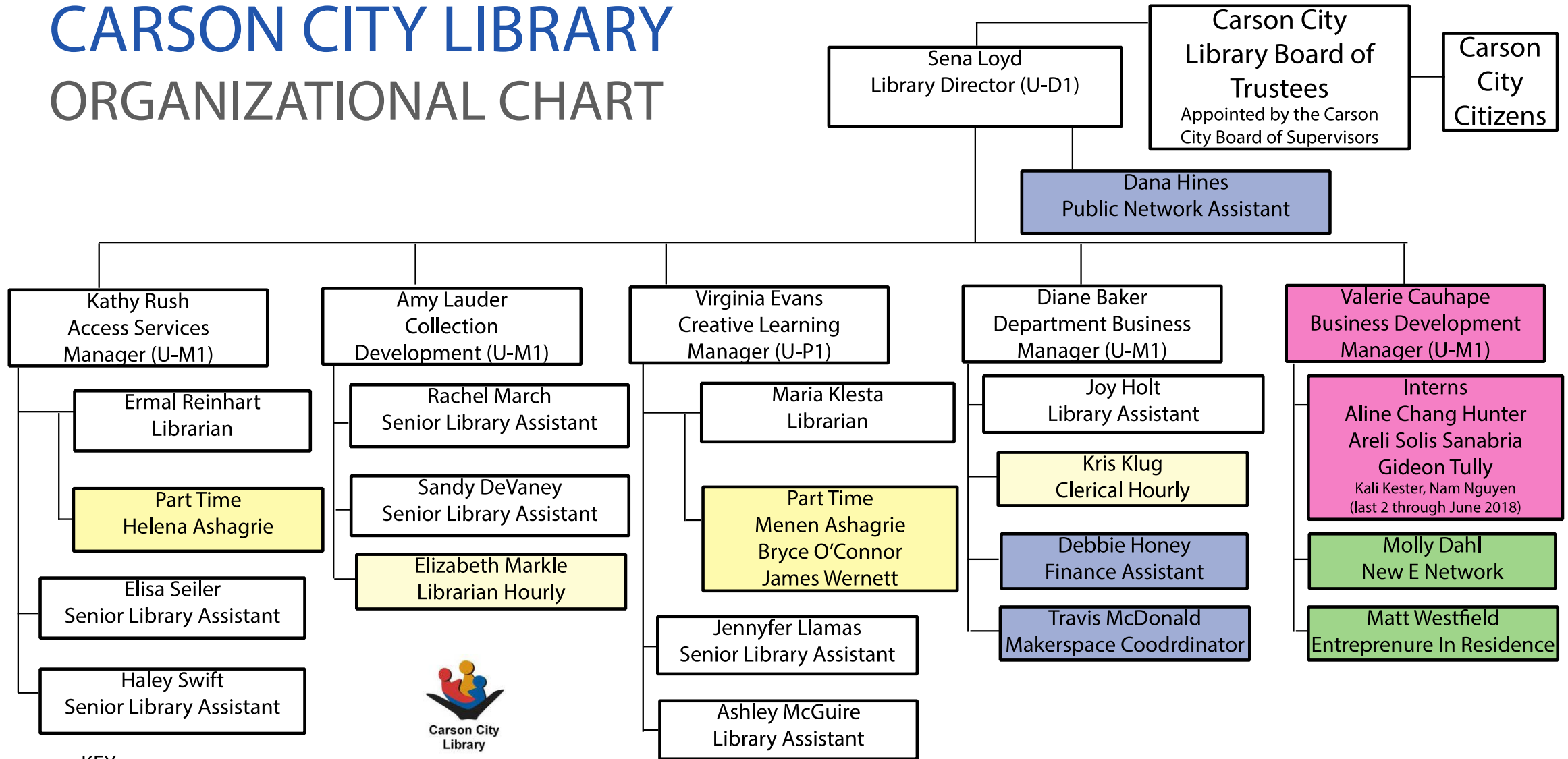
Staffing

- Business Development Manager (Job Description Attached)
 - City Employee
 - Reports to Library Director
- Interns (College and High School)
 - Part Time City Employees
 - Reports to Business Development Manager
- Entrepreneur-In-Residence
 - Part Time Contract Employee
 - Reports to Business Development Manager
- New E Network Manager
 - Part Time Contract Employee
 - Reports to Business Development Manager
- Business Coach - Currently receives an office for work performed.
 - Part Time Contract Employee
 - Reports to Business Development Manager
- Business Accelerator Mentor - Currently receives an office for work performed.
 - Part Time Contract Employee
 - Reports to Business Development Manager

Programs

- Pre Accelerator
- Artpreneurs Workshops
- Ideation and the Entrepreneurial Spirit
- Lunchbox Learning
- Mentor Meetings with Incubator Clients
- Business Coaching
- Entrepreneurs Assembly
- Northern Nevada SBA/SBDC Business Counseling
- Young African Leaders Institute
- Governor's Office of Economic Development Partnership
- New Entrepreneur Network
- Pitchfest
- Hackathons
- Co-working
- Business Incubation

CARSON CITY LIBRARY ORGANIZATIONAL CHART



KEY

Full Time City Employee - 101 (U-PayGrade) Unclassified Employee	Part Time City Employee - 101	Full Time City Employee - 232	Full Time Employee = 15 total
	Professional Services Employee	Part Time City Employee - 232	Professional Service Contract - 232

5/3/2018 Projected

Proposed Budget - Revenue

			FY 18				
		FY 17	ADJUSTED	Y-T-D	ESTIMATED	TENTATIVE	FINAL
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUALS	BUDGET	ACTUALS	FY 2018	FY 2019	FY 2019
MISCELLANEOUS REVENUE							
RENTS AND ROYALTIES							
232-0000-363.01-00	LEASES	-	6,000	-	6,000	50,000	50,000
		-----	-----	-----	-----	-----	-----
* RENTS AND ROYALTIES		-	6,000	-	6,000	50,000	50,000
GIFTS/DONATIONS							
232-0000-365.32-01	ANNUAL CONTRIBUTION	-	205,000	-	205,000	200,000	200,000
		-----	-----	-----	-----	-----	-----
* GIFTS/DONATIONS		-	205,000	-	205,000	200,000	200,000
MISCELLANEOUS							
232-0000-366.01-65	INCUBATOR MEMBERSHIPS	-	60	-	60	12,000	12,000
		-----	-----	-----	-----	-----	-----
* MISCELLANEOUS		-	60	-	60	12,000	12,000
		-----	-----	-----	-----	-----	-----
** MISCELLANEOUS REVENUE		-	60	-	60	12,000	12,000
BEGINNING BALANCE							
BEGINNING BALANCE							
232-0000-395.00-00	BEGINNING BALANCE	-	-	-	-	167,837	167,837
		-----	-----	-----	-----	-----	-----
* BEGINNING BALANCE		-	-	-	-	167,837	167,837
		-----	-----	-----	-----	-----	-----
** BEGINNING BALANCE		-	-	-	-	167,837	167,837
		-----	-----	-----	-----	-----	-----
*** BUSINESS INCUBATOR		-	211,060	-	211,060	429,837	429,837

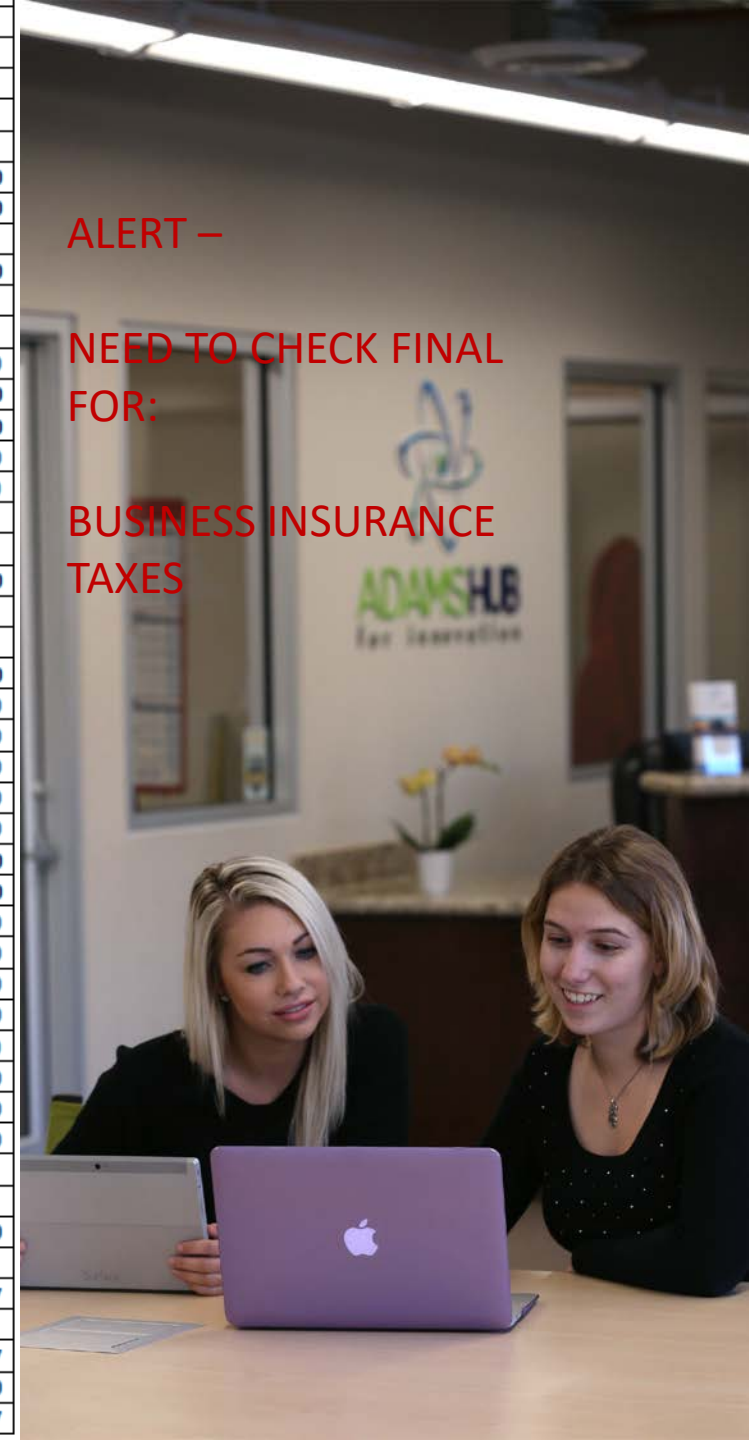
Proposed Budget - Expenses

		FY17	FY18				
		ADJUSTED	Y-T-D	ESTIMATED	TENTATIVE	FINAL	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUALS	BUDGET	ACTUALS	FY 2018	FY 2019	FY 2019
BUSINESS INCUBATOR							
Salaries and Wages							
232-6200-455.01-01	SALARIES	-	11,880	-	11,880	73,500	73,500
232-6200-455.01-02	HOURLY/SEASONAL	-	3,880	-	3,880	20,000	20,000
		-----	-----	-----	-----	-----	-----
* Salaries and Wages		-	15,760	-	15,760	93,500	93,500
EMPLOYEE BENEFITS							
232-6200-455.02-25	MEDICARE	-	211	-	211	1,300	1,300
232-6200-455.02-30	RETIREMENT	-	3,395	-	3,395	21,000	21,000
232-6200-455.02-40	GROUP INSURANCE	-	1,698	-	1,698	10,500	10,500
232-6200-455.02-50	WORKERS' COMPENSATION	-	243	-	243	1,500	1,500
232-6200-455.02-71	PHONE ALLOWANCE	-	160	-	160	960	960
	MOBILE DEVICE	-	1,000	-	1,000	-	-
		-----	-----	-----	-----	-----	-----
* EMPLOYEE BENEFITS		-	6,707	-	6,707	35,260	35,260
SERVICE AND SUPPLIES							
232-6200-455.03-09	PROFESSIONAL SERVICES	-	7,000	-	7,000	40,240	40,240
232-6200-455.03-30	TRAINING	-	1,000	-	1,000	4,000	4,000
232-6200-455.05-42	PRINTING / ADVERTISING	-	809	-	809	4,000	4,000
232-6200-455.05-45	MEMBERSHIP / PUBLICATIONS	-	809	-	809	3,000	3,000
232-6200-455.05-80	TRAVEL	-	2,000	-	2,000	5,000	5,000
232-6200-455.06-01	OFFICE SUPPLIES	-	809	-	809	5,000	5,000
232-6200-455.06-25	OPERATING SUPPLIES	-	2,000	-	2,000	18,000	18,000
232-6200-455.07-10	TELEPHONE	-	3,395	-	3,395	21,000	21,000
232-6200-455.07-12	POWER	-	647	-	647	4,000	4,000
232-6200-455.07-13	HEATING	-	566	-	566	3,500	3,500
232-6200-455.07-25	SEWER CHARGES	-	92	-	92	1,000	1,000
232-6200-455.07-26	WATER CHARGES	-	92	-	92	1,000	1,000
232-6200-455.07-27	STORM DRAIN CHARGE	-	81	-	81	500	500
	CONTINGENCY - CITY NETWORK	-	-	-	-	8,000	8,000
	BUILDING INSURANCE	-	1,294	-	1,294	8,000	8,000
	TAXES	-	162	-	162	7,000	7,000
		-----	-----	-----	-----	-----	-----
* SERVICE AND SUPPLIES		-	20,756	-	20,756	133,240	133,240
** LIBRARY	Ending Fund Balance	-	167,837	-	167,837	167,837	167,837
		-----	-----	-----	-----	-----	-----
*** LIBRARY		-	167,837	-	167,837	167,837	167,837
**** BUSINESS INCUBATOR		-	43,223	-	43,223	262,000	262,000
		-	211,060	-	211,060	429,837	429,837

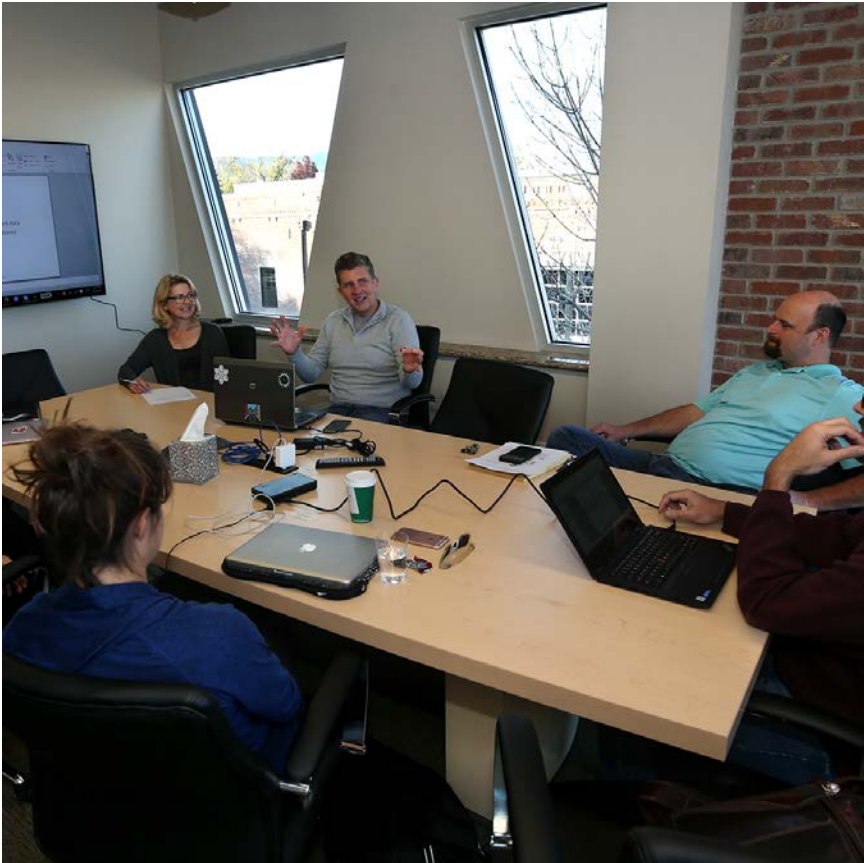
ALERT –

NEED TO CHECK FINAL FOR:

BUSINESS INSURANCE TAXES



Year 1



- Establish need for the community, including review of business retention, entrepreneur development and business incubator needs.
- Develop strategic goals with measurable metrics for business retention, workforce development and business incubator that meet City of Carson City strategic plan, Carson City Library strategic plan, and Hop and Mae Adams Foundation contract agreement requirements.
- Establish and execute policy and procedure to ensure at least 25% cost recovery of services.
- Evaluate current programs viability and usefulness. Continue those that provide useful measurable metrics and provide significant ROI.
- Leverage Hop and Mae Adams Foundation funding to apply for Federal and State grants.
- Continue to market Adams Hub for Innovation through newsletters, speaking engagements, collaborations, and sponsorships.

Structure

- Library Board of Trustees
 - Policies
 - Oversight
 - Written Reports Monthly
 - Donation Agreement: Hop and Mae Adams Foundation (HMAF) donation of \$200,000/yr for 3 years. Carson Incubator 1, LLC donation of lease valued at \$176,190/yr for 3 years.
- Board of Supervisors
 - Grant Approval
 - Written Reports Monthly
 - Quarterly Presentation and Reports



2018 FINALIST

National Medal

for Museum & Library Service



Carson City Library
Your Knowledge & Discovery Place



Sena Loyd, MLIS
Library Director
sloyd@carson.org
775-283-7591

Carson City Library
2018 National Medal Finalist
900 N. Roop St
Carson City, NV 89701
775-888-2244

QUESTIONS?