LYON COUNTY LIBRARY BOARD OF TRUSTEES
TUESDAY, AUGUST 22, 2023
9:30 AM
Yerington Branch Library
20 Nevin Way
YERINGTON, NV 89447

Join Zoom Meeting
https://us06web.zoom.us/j/5101919192?pwd=UTdoUT5VzRBT0xnZ1N1T2NpMU5pQT09
Meeting ID: 510 191 9192
Passcode: 123456
1 669 900 6833

Meetings are open to the public and may be attended in person or via virtual Zoom, if available.

Virtual public comment may be given if you are attending the virtual Zoom meeting by raising your hand. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. Then to unmute yourself, dial *6.

Written public comments may also be mailed to the Lyon County Clerk-Treasurer's Office at 27 S. Main Street, Yerington, Nevada 89447, or emailed to countyclerks@lyon-county.org, be sure to type, PUBLIC COMMENT in the subject line. Comments must be received the day prior to the date of the meeting by 4:00 P.M. for the comments to be included in the meeting. Any written public comments received after the aforementioned time will be compiled and added as supplemental materials to the County's website and distributed to the Commission within 24 hours after the meeting.

AGENDA

(Action will be taken on all items unless otherwise noted)
(No action will be taken on any item until it is properly agendized).

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting.
The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

Restrictions on comments by the general public: Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.

1. Roll Call

2. Pledge of Allegiance

3. Public Participation (no action will be taken on any item until it is properly agendized) - It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

4. Review and Adoption of Agenda

5. REGULAR AGENDA – (ACTION WILL BE TAKEN ON ALL ITEMS UNLESS OTHERWISE NOTED)

6. New Business

   6.a. For Possible Action: Interview candidates and possible appointment for the library director position.

   6.b. For Possible Action: Appoint a member to the Library Board of Trustees with a term expiring June 30, 2025.

   6.c. For Possible Action: Discuss the Smith Valley Branch Library cleaning schedule.

   6.d. For Possible Action: Review and approve the contract for the Lyon County Library System Strategic Plan Proposal - UCED agreement that was approved on 3-28-2023.

7. Friends of the Library Reports and Comments

8. Board of Trustees Comments

9. Public Participation (no action will be taken on any item until it is properly agendized) - It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

10. Adjourn

Pursuant to NRS 241.020, the agenda has been posted at the following locations: Lyon County Administrative Complex (27 S. Main Street, Yerington, NV), the Lyon County Website: https://www.lyon-county.org, and the State Website: https://notice.nv.gov. Supporting documentation for the items on the agenda is available to members of the public at the County Manager’s Office (27 S. Main Street, Yerington, NV), by phone (775)463-6531, or by email requests to countyclerks@lyon-county.org.
Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA’s TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found on-line at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov

T.D.D. services available through 463-2301 or 463-6620 or 911 (emergency services) notice to persons with disabilities: members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners'/Manager's office in writing at 27 S. Main Street, Yerington, NV 89447, or by calling (775) 463-6531 at least 24 hours in advance

Lyon County is an equal opportunity provider.

Agenda and Backup Material is
Available at www.lyon-county.org
CONTRACT FOR FIXED FEE SERVICES

This contract is entered into by Lyon County Library System and The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, College of Business (hereinafter referred as Contractor).

1. **CONTRACT TERM.** Notwithstanding the dates upon which it is executed by the parties, this Contract shall be effective from 8/1/2023 to 10/31/2023

2. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified: A Five Year Strategic Plan for the Lyon County Library System, Nevada as outlined in the 3/12/2023 attached proposal (Exhibit A). Lyon County Library System will pay the Contractor a fee not-to-exceed $2,600 for services provided.

3. **ASSENT.** The parties agree that any attachments are incorporated by reference and are part of this Contract. Absent a written amendment to this Contract, the parties further agree the Contract provisions prevail over the provisions that may appear in any attachment.

4. **CONTRACT TERMINATION.** Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this agreement at any time and for any reason. In the event of termination, all unpaid sums owed to Contractor shall be immediately due and payable as of the date of termination.

5. **DEFAULT.** In the event of a default, the non-defaulting party may elect to continue the contract or to terminate it. If termination is elected, the non-defaulting party shall give the defaulting party written notice of termination, which shall be effective upon receipt by the defaulting party. All unpaid sums owed to Contractor shall be immediately due and payable as of the date of termination.

6. **DEFAULT DEFINED:**

   6.1 **By Contractor:** Contractor shall be in default if any of the following occur:
   
   6.1.1: Failure to timely deliver the services specified in Exhibit A in a timely manner, if the Contract provides that time is of the essence.
   
   6.1.2: Failure to provide services that conform to the specifications set forth in Exhibit A.
   
   6.1.3: Loss of any license necessary for providing the services set forth in Exhibit A.
   
   6.2 **By Lyon County Library System**
   
   6.2.1: Failure to timely pay any sum due and owing Contractor.

7. **LIMITED LIABILITY.** Neither party will be liable for punitive damages or liquidated damages. Damages for any default or breach by Lyon County Library System shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

8. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused part is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

9. **INDEMNIFICATION.** To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("Contractor") shall indemnify, defend and hold harmless the Lyon County Library System from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of the agreement. The University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The University’s indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.0305 to $100,000.00 per cause of action.

The Lyon County Library System shall indemnify, defend and hold harmless the University, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Lyon County Library System or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.
10. INDEPENDENT CONTRACTOR. Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is acting as an independent contractor, and neither Party shall have the authority to bind the other or the other’s representatives in any way.

Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of Lyon County Library System

11. LICENSES AND INSURANCE. The Nevada System of Higher Education is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. Contractor shall also procure, pay for and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

12. WAIVER OF BREACH. Failure to declare a breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights and remedies as to any other default or breach.

13. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

14. ASSIGNMENT/DELEGATION. Neither party shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

15. PUBLIC RECORDS. Pursuant to Chapter 239 of the Nevada Revised Statutes, this Agreement may be open to public inspection and copying. Upon request, NSHE will have a duty to disclose this Agreement, except for any portions thereof that are made confidential by law.

16. GENERAL WARRANTY. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to the specifications set forth in the incorporated attachment.

17. GOVERNING LAW; JURISDICTION. This contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

18. FUNDING OUT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period to fund the operation or program from which services for this agreement are produced, then this agreement shall terminate on the last day of the fiscal period for which appropriations were received without constituting a breach by Contractor.

19. ACKNOWLEDGEMENT, EXECUTION & PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

______________________________________________  ________________
Greg Mosier, Dean, The College of Business          Date

______________________________________________  ________________
Representative, Lyon County Library System         Date
A Five-Year Strategic Plan for the Lyon County Library System

A Proposal by the University Center for Economic Development

March 12, 2023

Prepared by: Frederick Steinmann, DPPD  
Phone: 775.784.1655  
Email: fred@unr.edu
SECTION 1: PROPOSAL INTRODUCTION

Title:  A Strategic Plan for the Lyon County Library System

Primary Investigator:  Dr. Frederick Steinmann, University Center for Economic Development

Duration:  Three Months

Amount Requested:  $2,600

SECTION 2: BACKGROUND

_strategic Plan_

In March 2023, University Center for Economic Development faculty were contacted by representatives from the Lyon County Library System regarding the development of a new strategic plan for the five-year period beginning in 2024 through 2029. As the current Lyon County Library System strategic plan is set to expire in 2023, the Lyon County Library System is in need of a new five-year strategic plan with a revised set of core values, strategic mission and strategic vision, and new strategic goals, objectives, and actionable items that will guide Library activities over the next five years. Over the past five years, the University Center for Economic Development has assisted the Lyon County Library System in developing and evaluating the current five-year strategic plan. As part of this ongoing effort, University Center for Economic Development faculty have conducted four separate annual evaluations and updates to the existing organizational five-year strategic plan and has completed a comprehensive community needs assessment.

This University Center for Economic Development proposal outlines the process by which University Center for Economic Development faculty and staff will work with the Lyon County Library System to develop a new five-year organizational strategic plan for the five-year 2024 through 2029 period. This effort will include various community and organizational assessment activities, the collection and analysis of relevant socio-demographic, economic, housing, and industry and occupation sector data, and several facilitated organizational strategic planning workshops with representatives from each of the Lyon County Library System’s community-based branch libraries, Library System executive staff, Library Foundation and Board members, and other partners and stakeholders invited to participate in the strategic planning process.
SECTION 3: PROPOSAL OVERVIEW

Strategic Plan

- University Center for Economic Development faculty and staff will engage the Lyon County Library System, including staff and other key stakeholders, in the development of a new strategic plan for the Lyon County Library System for 2024 through 2029. The strategic planning process will begin with an assessment and review of the Lyon County Library System’s current strategic plan. The final strategic plan for the Lyon County Library System for 2024 through 2029 will consist of the following sections:

  o A Vision
  o A Mission
  o A set of Core Values
  o A set of Strategic Objectives
  o Development of an Action Plan
  o Development of a series of Implementation Measures
  o Steps for Annual Evaluation of the Five-Year Strategic Plan

- In partnership with representatives from the Lyon County Library System and prior to the commencement of the first organizational strategic plan outlined below, University Center for Economic Development faculty and staff will develop, implement and complete a comprehensive analysis and summary of a community needs assessment survey designed to inform the broader strategic planning process of this new five-year organizational strategic plan for the Lyon County Library System. This survey will be primarily based on a recently completed 2022 Lyon County Library System community needs assessment completed for the Lyon County Library Foundation and summarized in UCED Technical Report UCED 2021/22-26. The results of this 2023 Lyon County Library System community needs assessment will be compared to the results from the 2022 community needs assessment and presented to participants of the first organizational strategic planning workshop as outlined below.

- University Center for Economic Development faculty will facilitate two (possibly three if needed) organizational strategic planning workshops in partnership with representatives from the Lyon County Library System. These workshops are designed to assess the current Lyon County Library System five-year strategic plan, assess current organizational and community assets, capabilities and future issues the Lyon County Library System will have to address for the next five years.

  o Workshop No. 1: Tentatively scheduled for Saturday, July 15, 2023, Workshop No. 1 will consist of a review of the Lyon County Library System’s current/expiring organizational strategic plan for, a review of current socio-demographic, economic, housing, and industry and occupation sector trends for Lyon County, for individual communities within Lyon County, and other parts of northwestern Nevada, and the completion of several organizational and
community assessment exercises including the completion of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis.

- Workshop No. 2: Workshop No. 2 will consist of a review of the results from Workshop No. 1 and a facilitated development of a Mission, Vision, set of Core Values, set of Strategic Objectives, Action Plan, Implementation Measures, and steps for Annual Evaluation of the strategic plan for the five-year 2024 through 2029 period for the Lyon County Library System.

- Workshop No. 3 (if needed): If needed, University Center for Economic Development faculty and staff will work with representatives from the Lyon County Library System to schedule a third organizational strategic planning workshop. This third, as needed, organizational strategic planning workshop will complete strategic planning efforts not completed during Workshop No. 1 and Workshop No. 2.

- A draft Lyon County Library System strategic plan for FY 2020 through FY 2025 will be prepared by University Center for Economic Development faculty. The University Center for Economic Development will make the draft Lyon County Library System Strategic Plan for FY 2020 through FY 2025 available to the Lyon County Library System as a University Center Technical Report. This draft Lyon County Library System Strategic Plan for FY 2020 through FY 2025 will be developed using the input collected during both Workshop No. 1 and Workshop No. 2. An electronic copy and two (2) hard copies of the draft Lyon County Library System Strategic Plan for FY 2020 through FY 2025 will be provided.

**Travel and Presentations**

- In addition to the two workshops outlined above in this proposal, University Center for Economic Development faculty and staff assigned to this project agree to make themselves available for a total of two (2) public or quasi-public separate meetings, including, but not limited to elected officials (i.e. County Commission), appointed officials (i.e. Lyon County Library System Board of Trustees), and other interested parties. These presentations will be limited to the scope of work outlined in this proposal.

- In consultation with Lyon County Library System representatives, University Center for Economic Development faculty and staff will be responsible for making all facility arrangements associated with the proposed organizational strategic planning workshops, including the provision of catering items and workshop materials (handouts and presentations, paper, pens, markers, etc.) at a location that is convenient for Lyon County Library System representatives and other invited participants of the organizational strategic planning workshops. University Center for Economic Development faculty and staff will also, in partnership with representatives from the Lyon County Library System,
will be responsible for all materials associated with the proposed community needs assessment survey as outlined in this section of this proposal.
PROPOSED BUDGET

SALARIES, WAGES, and BENEFITS:
Dr. Frederick Steinmann $1,500

TOTAL SALARIES, WAGES, and BENEFITS $1,500 (Includes Fringe)

OPERATIONS and TRAVEL
Operations $300
Hosting $600
Travel $200

TOTAL OPERATIONS and TRAVEL $1,100

TOTAL COST $2,600
PRIMARY INVESTIGATOR and CO-INVESTIGATOR BIO

Dr. Frederick Steinmann (Primary Investigator): Frederick is currently the Director of the University Center for Economic Development with expertise in strategic planning, redevelopment, land use planning, public policy, and economic development. Frederick has previously worked on several successful strategic planning processes in Nevada and California, including a Comprehensive Economic Development Strategy for Lander County and a Comprehensive Economic Development Strategy for the Walker Basin Restoration Project Area in Lyon and Mineral Counties and a Strategic Plan for the City of Fernley, Nevada for FY 2017 through FY 2021. Previously, Frederick has worked for the City of Reno (NV) Redevelopment Agency, the Nevada Small Business Development Center, and the City of Carson (CA) Business Services Development Department and Carson (CA) Redevelopment Agency. Frederick earned the William A. Carlson Fellowship from the California Redevelopment Association in 2008 and has provided technical assistance regarding the formation of a redevelopment district to several communities throughout Nevada as a current Assistant Research Professor with the University Center for Economic Development.

ABOUT THE UNIVERSITY CENTER FOR ECONOMIC DEVELOPMENT

The University Center for Economic Development (UCED) in the College of Business at the University of Nevada, Reno was established in the fall of 1992 in response to the growing need within the state for economic development research, technical assistance and educational services. UCED’s primary objective is fostering economic development throughout Nevada by making the extensive resources of the University of Nevada, Reno available to organizations and areas that can benefit from job and income creation and job retention efforts.