

Assessor's Parcel Number: N/A

Date: NOVEMBER 9, 2011

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 19 Fee: 0.00
BK-1111 PG- 2050 RPTT: 0.00



Name: CRAIG BURNSIDE, PARKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.267
(Title of Document)

2011-267

2011 NOV -8 PM 3:15

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
FRIENDS OF DANGBERG HOME RANCH INC.
FOR THE OPERATION OF
DANGBERG HOME RANCH HISTORIC PARK**



WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and Douglas County owns certain real property that contains the Dangberg Home Ranch Historic Park; and

WHEREAS, The County desires that the Dangberg Home Ranch Historic Park be operated maintained and preserved for public use; and

WHEREAS, the Friends of Dangberg Home Ranch Inc. are ready, willing and able to operate Dangberg Home Ranch Historic Park; and

WHEREAS, it is deemed that the services of the Friends of Dangberg Home Ranch Inc. herein specified are both necessary and desirable and in the best interests of Douglas County; and

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by both parties, the contract will be effective immediately upon its execution by both parties through June 30, 2016.
2. **WORK TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

Douglas County [hereinafter referred to as "County"] agrees to do the following:

- A. Grant to Friends of Dangberg Home Ranch Inc. the right to use the structures and personal property, along with access to entire premises for the purpose of operating a historic ranch museum and park. The premises are referred to as the Dangberg Home Ranch Historic Park [hereinafter referred to as the "park"].
- B. Maintain the buildings and grounds including the access easement and the parking area.
- C. Participate in the preparation of any strategic plan for the park.
- D. Insure the personal property and structures owned by the County.
- E. Assume the responsibility for the utilities, including sewer, water, electricity, gas, and refuse collection.

- F. Provide a security alarm system at the park.
- G. Provide water for the park.
- H Cooperate as co-applicant for grants for the park.
- I. Provide security for any County special event or concert at the park.

Friends of Dangberg Home Ranch Inc. [hereinafter referred to as "Friends"] agree to do the following:

- A. Manage and operate the park on a routine and regular basis as a public historical venue with educational and interpretive programs, and provide funding for operating and maintenance costs unless otherwise noted in this agreement.
- B. Recruit, manage and train volunteers to act as the primary staff of the park with the addition of paid staff when feasible.
- C. Implement an interpretive program to include tours, special exhibits and events.
- D. Expand interpretive themes and programs relating to Carson Valley agricultural history.
- E. Develop a financial plan to operate and maintain the park.
- F. Exercise reasonable care to prevent damage or loss to Counties buildings, artifacts, or other resources and property.
- G. Establish an endowment for the long-term continued operation and funding of the park.
- H. Develop a program for monitoring the buildings and grounds for maintenance.
- I. Develop and maintain procedures for site and collections security.
- J. Establish a program for visitor safety, including reviews of operations and periodic site inspections.
- K. Establish a public relations program to promote the park and its use, including an informative website with links to other appropriate sites.
- L. Maintain accurate records of work completed, monies received and disbursed.
- M. Update the Douglas County Commission, at least twice per year, on operations.

The County and Friends agree that the ownership of the real property, structures, and the personal property will remain with Douglas County. The parties further agree that Friends will operate the park. If a conflict should develop between the parties, they agree that the County will decide issues related to ownership interest of the property while Friends will decide issues related to the operation of the park.

3. DESCRIPTION OF THE PREMISES. The premises of the park include the main residence of the Dangberg Home Ranch, the stone cellar, the garage, the carriage house, the wood bunkhouse, the laundry building, and the office trailer. These premises include the County's tangible personal property inside the structures. The County gives Friends the permission to use the access easement from Highway 88 to the premises, the parking area, and the area between the buildings for access to them.

4. USE OF THE PREMISES. Friends may occupy the buildings for the purpose of creating and operating the park on the site for citizens and visitors. Friends may use the site, in cooperation with the County, for the production of a comprehensive master restoration and development plan. Friends may move items belonging to the County within the buildings on the premises. Either party may request exclusive use of the grounds for an event after notice to the other party. The parties agree to cooperate and assist in planning these events and agree that this may include a temporary use permit process to delineate the duties and responsibilities of the parties.

5. CONSIDERATION. As consideration for this agreement, the County shall insure the items of personal property as well as the real property it owns at the park against all risks of loss or damage. Friends will also be solely responsible for all costs associated with the management, operation and use of the park and the buildings. Friends further agrees that before any action is taken on or with respect to moving the County's tangible personal property or changes to the real property it will get the County's approval after giving written notice to the County.

6. DAMAGES TO THE PREMISES OR PERSONAL PROPERTY. Friends must not damage, deface, injure, or mar the premises or private property. If by intentional act or negligence Friends or the Friends' agents or employees damage the premises or private property as described in paragraph 3 or any improvements, Friends must restore premises, the private property, or pay to the County, on demand, the sum required to restore the premises to the condition which existed before the damage occurred.

7. IMPROVEMENTS. All improvements to the premises made by Friends during the term of this agreement are subject to approval by the County. Friends agrees that it will be responsible for the cost of improvements to the leased premises, subject to the County's participation and contribution as a result of joint requests of the County and Friends and award of any grants from state and federal agencies. The parties agree to inform the other of any intended construction projects and give the other an opportunity for review and comment. All improvements to the premises made by Friends during the term of this lease which are of a permanent nature and which are fixtures, meeting the annexation and adaptation tests, become the property of the County on acceptance of the improvement.

8. PARTICIPATION IN GOVERNANCE. Friends is a public charity formed under IRS Section 501(c)(3) and registered with the Nevada Secretary of State. Friends is operated by a Board of Trustees and that said Board is the governing body of Friends and is responsible for establishing policies and taking actions necessary and appropriate to operating the park. Friends will create a non-voting ex officio position on its Board for a representative from Douglas County. Upon the signatory of this Agreement, the County may select an individual to participate on behalf of the County as an ex officio member.

9. TERMINATION OF AGREEMENT. This Agreement shall terminate on June 30, 2016. This Agreement may be revoked, prior to June 30, 2016, without cause, by either party provided that a revocation shall not be effective until sixty (60) days after a party has served written notice upon the other party of termination of the Agreement.

10. INDEPENDENT CONTRACTOR STATUS. The parties agree that Friends shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Friends nor its agents are a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either Friends or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

11. INDUSTRIAL INSURANCE. FRIENDS will be covered by the County's workers compensation plan pursuant to NRS 616A.135, for all work performed by such volunteers within the scope of this Agreement. Friends is not obligated to provide any workers compensation coverage to its volunteers under NRS 616A.130, or otherwise.

12. INSURANCE. Friends, at their own expense, shall secure and maintain Commercial General Liability insurance for bodily injury, property damage, personal injury, and with blanket contractual coverage with limits not less than \$1,000,000.00. Friends shall name Douglas County as an additional insured. Friends shall provide, prior to commencing any work under the contract, a certificate of insurance from a qualified insurer. The certificate should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Friends agrees to maintain coverage throughout the entire term of the contract. If Friends does not maintain coverage throughout the entire term of the contract, Friends agrees that the County may, at any time the Friends does not maintain coverage, order the Friends to stop work, suspend the contract, or terminate the contract.

13. COMPLIANCE WITH APPLICABLE LAWS. The parties shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

14. INDEMNIFICATION. Friends shall save, hold harmless, and indemnify County, its officers, agents, and employees, from and against all claims, causes of action, liabilities,

expenses and costs, including reasonable attorney's fees and costs, relating to the injury or death of any person or damage to property arising out of, connected with, or sustained as a result of work performed pursuant to this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Friends, its officer, agents, subcontractors or employees.

15. INSPECTION AND AUDIT. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records, agreements, books, and documents as are necessary to fully disclose to the County or the state governments or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all Agency or state regulations and statutes. Each party agrees that the relevant books, records, including by not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation relating to the work product shall be produced upon demand by the County or the state governments or their authorized representatives. All books, records, reports, and statements relevant to this contract must be retained a minimum of three years after the termination of this agreement, and, by a party which receives federal funding used to perform this contract, for five years. The retention period runs from the date of termination of this contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit or to complete any administrative and judicial litigation which may ensue.

16. Assignment. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this contract without the prior written consent of the other party.

17. Governing Law and Jurisdiction. This contract and the rights and obligations of the parties under it shall be governed by and construed according to the laws of Nevada. The parties agree that any dispute or claim regarding this Agreement shall be filed in the Nevada Ninth Judicial District Court. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement

18. Incorporated Documents. The parties agree that this Agreement incorporates the proposal for a cooperative agreement dated May 12, 2011 attached as Exhibit A.

19. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

20. NOTICES. All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Douglas County Manager
P.O. Box 218
Minden, Nevada 89423

Friends of Dangberg Home Ranch Inc.
Mike Hall President
P.O. Box 1158
Minden, Nevada 89423

21. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement 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 the Agreement unenforceable.

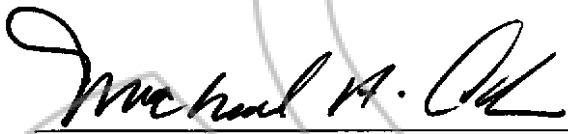
22. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that either Friends or the County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

23. AUTHORITY TO EXECUTE AND IMPLEMENT. Each person who signs this Agreement warrants and represents that he has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he signs and that his signature has the effect of binding the principal. Each person signing this Agreement hereby certifies that he is authorized by his respective governing body to enter into the terms and conditions set forth herein.

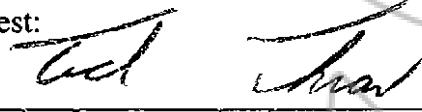
IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Professional Services to be signed and intend to be legally bound thereby.



Mike Hall (date) 10-21-11
President
Friends of Dangberg Home Ranch Inc.



November 3, 2011
Michael Olson, Chairman (date)
Board of County Commissioners

Attest:


November 3, 2011
Ted Thran, Douglas County Clerk (date)

BY: 

CLERK TO THE BOARD

**Proposal for a Cooperative Agreement
Between
Douglas County, Nevada
and the
Friends of Dangberg Ranch
for the Operation, Maintenance, and Preservation of
Dangberg Ranch Historic Park
May 12, 2011**

I. Introduction

Dangberg Ranch Historic Park is established around the history, legacy, and Home Ranch of the Dangberg Family, although the scenic setting and Ranch are much more than the Dangberg Family, it is the story of early Nevada agriculture.

The five acre Ranch is owned by Douglas County and managed and operated by the Nevada Division of State Parks through an agreement with Douglas County. In February, 2011 the Governor of Nevada submitted the State's biennial budget which due to economic shortfalls and realities called for the Nevada Division of State Parks to terminate the agreement with Douglas County and revert to full responsibility for the Ranch to Douglas County. The Nevada Division of State Parks has notified Douglas County of their intent to terminate the agreement to operate Dangberg Ranch. The importance of the physical location should not be underestimated as it provides an essential image of the history of Carson Valley in its natural setting. Dangberg Ranch and its location, as a representative of a rich and early agricultural history of Carson Valley, preserve an essential chapter in Nevada's history.

Without additional support from the community the park will likely be closed, jeopardizing the facilities and property, both buildings and significant held collections, of the Park.

The Friends of Dangberg Ranch has incorporated and recently organized to support the operations of Dangberg Ranch, allowing the Ranch to remain open and preserved. A Friends group is generally formed to assist and enhance operations of a governmental entity operating park with dedicated paid staff and operating funds, often assisting with fundraising, support staffing and special projects. Such was the original intentions of the Friends of Dangberg Ranch. Considering the potential closure of the Ranch, after significant discussion, the Friends have determined its desire to expand those services to encompass the daily operation, interpretation, maintenance, and services of Dangberg Ranch, to continue public and educational functions, and to protect the buildings and other historic elements of the Park.

Therefore the Friends of Dangberg Ranch submits this proposal to Douglas County to serve a management and operations function for Dangberg Ranch with the goal of continuing the theme and development work of Douglas County and the Nevada Division of State Parks.

In assuming the expanded role required to fill the void in management and operational support created by the loss of the State of Nevada's participation and staff, the Friends will necessarily have a transition period in which to develop into a strong cooperator to manage and promote the facility in partnership with Douglas County. The Friends are currently organizing for completing this transition period with as minimum impact to park operation and collection protection as possible

The options are promising for Dangberg Ranch. Change is always a concern, but the Dangberg Friends believe they can provide a multitude of talents, enthusiasm, and energy to this outstanding resource providing new and innovative ways to develop, maintain and present the heritage of Carson Valley and Early Nevada.

II. Friends of Dangberg Ranch

The Friends of Dangberg Home Ranch, Inc. is organized exclusively for charitable purposes. The organization's goals are to further the interpretive, scientific, historical, educational and cultural goals of the Dangberg Home Ranch Historic Park. These goals emphasize the following objectives:

1. Sponsor and support interpretive, educational, cultural and other activities.
2. Provide financial support.
3. Promote public awareness of the values and benefits of the park.
4. Support the historical research, restoration, and natural and/or cultural resource management at the park.
5. Partner with Douglas County government, the Nevada Division of State Parks, and other stakeholders to ensure the continued preservation and operation of the park.

The Friends of Dangberg Ranch Inc has formally developed articles of incorporation and bylaws, is registered with the Nevada Secretary of State and has been determined by the Internal Revenue Service to have Public Charity status under IRS section 501(c)3.

III. Proposal Statement

Whereas the Friends of Dangberg Ranch have organized to assist in the operation of Dangberg Ranch we propose a cooperative agreement between Douglas County and the Friends of Dangberg Ranch Inc. for the purpose of implementing a mutually acceptable program for the operation, maintenance, and development of Dangberg Ranch Historic Park.

The Friends of the Dangberg Home Ranch, recognizing the requirement for Dangberg Ranch Historic Park of continued operation, protection of both of the structures and historical items on site, and for public safety, proposes the following to be completed by the Friends of Dangberg Ranch:

1. To maintain the name Dangberg Ranch Historic Park.
2. To manage and operate Dangberg Ranch on a routine and daily basis as a public historical venue with educational and interpretive programs and provide funding for operating and maintenance costs unless otherwise noted in this agreement.
3. To recruit, manage and train volunteers to act as the primary staff of the park with the addition of paid staff as feasible.
4. To implement an interpretive program to include tours, special exhibits and events. To expand interpretive themes and programs relating to Carson Valley agricultural history. Many of the activities will generate income to support interpretive, educational, and preservation goals
5. The Friends of Dangberg Ranch propose to begin operations with a minimum of one scheduled tour per day; Wednesday through Sunday, with number of tours offered increasing as adequate staff is trained.
6. To develop a financial plan to operate and maintain the park. Financial support will come from membership dues, grants, donations, on-site sales, tours, sponsorships, and fund raising events and activities. The Board of Trustees will have the responsibility of setting tour fees and other rates for use of the park.
7. To exercise reasonable care to prevent damage or loss to Counties buildings, artifacts, or other resources and property. The collections will initially be displayed and non-displayed. Non-displayed collections will be secured with access limited to Programming Committee members as required for special exhibitions..

8. To begin work on establishing an endowment for the long-term continued operation and funding of the park.
9. Develop a program for monitoring the buildings and grounds for maintenance. Light remedial or preventative maintenance may be completed by volunteers. Remedial or preventative outside the skills of staff will be placed on a maintenance list to be reviewed and acted on by the Board of Trustees.
10. Develop and maintain procedures for site and collections security.
11. Establish a program for visitor safety, including reviews of operations and periodic site inspections.
12. Establish a public relations program to promote the site and its use, including an informative website with links to other appropriate sites.
13. Begin a program of strategic planning to complete both short and long term goals and objectives and an associated action plan.
14. Work in cooperation with Douglas County museums and tourism services to promote history, arts, and culture.
15. Maintain accurate records of work completed, monies received and disbursed. Accounting will meet generally accepted accounting principles. Formal audits by a C.P.A. will not be required for annual revenues of less than \$250,000.
16. Provide Douglas County with names of officers, and Friends bylaws and articles of incorporation plus all required certificates of insurance. Designate a member of the Board as liaison for Douglas County.
17. Attend Douglas County Commission meeting at least twice per year, once in the spring and once in the fall, and as otherwise requested by the Commission, to report on operations.
18. Meet all requirements of the agreement with Douglas County.

While under the general overview of Douglas County, the Friends of Dangberg Ranch have proposed to take over the routine and day to day operations of Dangberg Ranch primarily focusing on managing, programming, protecting, and maintaining the Ranch. Before completing the following tasks the approval of Douglas County will be obtained.

1. prior to holding special events by obtaining an event permit as required by Douglas County.
2. Before entering into any third-party agreements allocating any of the responsibilities of the Friends to another party
3. Before applying for grants with significant requirements or obligations.
4. Before accepting a gift which may create any type of financial or other liability to the County.
5. Prior to undertaking any construction, improvement or modification, either by construction of maintenance that may affect building materials or character-defining elements.
6. before the erection of an entrance sign for Dangberg Ranch unless placed on private property and not subject to County regulations.
7. Before approving any commercial Photography (requiring sets or large scale impacts)
8. Before making a professional loan of any of the collections
9. to establishment of any special rules and requirements for use and protection of the park.

IV. Operations Management

The Friends of Dangberg Ranch through their Bylaws plan to operate through a Board of Trustees composed of nine executive members, including officers. The corporate officers of Friends are President, Vice-President, Secretary and Treasurer. Corporate officers shall have the duties, responsibilities and authority as is customary for corporate positions including providing oversight of finances, fund raising, set policy, administration, personnel, interpretation, education and site management.

Operations will be directed through the Board of Trustees and through various action committees chaired by a Board member. The board members, outside of the corporate officers, shall be established to lead action committees for ongoing operations and work of Dangberg Ranch. These positions will be

Vice President - Personnel
Vice President - Financial Development
Vice President - Public Relations and Membership
Vice President - Programs and Special Events
Vice President - Facilities and Risk Management

In addition, as stated in the Friends bylaws, the Officers constitute a Finance committee to serve for budgeting and general financial oversight. Future committees will be developed as appropriate, including at a minimum:

Collections Management and Research
Board Development

A. Finance Committee

Chaired by the Treasurer, the Finance Committee is responsible for developing and reviewing fiscal procedures, a financial plan, and annual budget. The Board of Trustees must approve the budget, any modifications to the budget, and all expenditures. The fiscal year shall be July 1st through June 30th. Annual reports are required to be submitted to the Board of Trustees showing income, expenditures and pending income with an annual audit conducted in May of each year or when there is a change in the office of Treasurer

B. Personnel:

Primary responsibility is to coordinate the volunteer program at Dangberg Ranch by recruiting, registering, managing staffing and scheduling, training, sustaining policies, evaluating, and keeping proper records of volunteer staff. Maintain through training a high standard of programs through volunteers. Establish a volunteer handbook

Volunteers will all receive basic orientation to the history and significance of Dangberg Ranch and, basic care of displayed artifacts, plus specialty training for tasks to be completed such as artifact and building cleaning, interpretation interpretive skills, and housekeeping efforts.

C. Financial Development

Is the primary committee for financial development actions by raising funds for the operation of Dangberg Ranch and to meet expenses of the Dangberg Friends. Develops an ongoing fundraising plan, coordinates public contact and appreciation of donors, brainstorms new fundraising ideas, and coordinates grant applications.

Aggressively solicits operating, project, maintenance, program, and project funds. Cultivate park financial support from the community through membership dues, events, and cash and in-kind donations. Establish a donor program Work to establish an endowment that provide income to fund the operation and programs of Dangberg Ranch

E. Public Relations and Membership

Primarily responsible for maintaining an active public relations and membership program. Includes recruiting new members, promoting membership growth, providing information to the public and special interest groups, and coordinating media communications. Also promotes a positive image of Dangberg Ranch in support of operations, events, and financial development goals, and oversees website and newsletter content.

F. Programs and Special Events

Develops interpretive programs and educational programs, exhibits, literature, special event coordination, evaluates services and programs. Develops high quality, historic based interpretive programs, and diversity in programming.

Seek sources to assist in expanding program including thematic exhibits featuring artifacts from park collections.

G. Facilities and Risk Management

Provides oversight for the proper operation and maintenance of the facilities and grounds. Completes routine inspections to identify preventative and remedial maintenance issues. Identifies and addresses potential visitor hazards. Continues the development of gardens and landscaping. Maintains collection security by monitoring security policies and procedures.

H. Future Committees:

1. Research and Collection Stewardship.

Insures that proper security and professional practices and procedures are maintained to protect collections housed at Dangberg Ranch. Includes artifact care and cataloging, using accepted written procedures, and maintaining and enhancing records using Past Perfect software. Oversees and monitors the use of displayed artifacts and facilities. Also works to further identify and research the historic, cultural and to lesser extent natural resources of Dangberg Ranch. Assists with the training of volunteer staff.

2. Board Development

This committee will be responsible for recruiting and training board members with skills that the Friends needs to develop. Organizes all training for current board members regarding laws, financial management and duties. Also coordinates the application/screening/interviewing of new board candidates. An important function is to provide for long-term sustainability of a highly qualified and effective Board of Trustees.

VI. Short and Long Term Goals

A. Short Term Goals

The current immediate goals of the Friends group are:

1. Continue to implement park management practices to safeguard natural and cultural resources and maintain site security.
2. Safeguarding collections. Non-displayed artifacts will be secured, except in the event of a special exhibit which will be accessed by a limited number of trained volunteers.
3. Organize and train its members and volunteers to continue the public operation and management of Dangberg Ranch.
4. Begin financial development activities to provide operating funds to continue the Park's operation and care.
5. Develop policies and procedures to manage Dangberg Home Ranch in an efficient and appropriate manner.
6. Establish Advisory Board. Consisting of local professionals willing to provide advice and counsel as needed.

B. LONG TERM GOALS:

1. While the primary goal is to protect and interpret the Dangberg Ranch, the long term goal will be to implement the original Master Plan for Dangberg Home Ranch developed by Nevada State Parks and Douglas County.
2. On-going development and acquisition consistent with the master plan.
3. Continue to compile information on the site's cultural resources.
4. Hire an Executive Director/Curator to manage volunteers, interpretive tours and events, education programs, facilities, and the artifacts, represent the park in day-to-day business, and coordinate site and facilities maintenance activities with Douglas County.

5. Continue cataloging and re-housing projects initiated by NDSP with the documents and photograph archives.
6. Prioritize selected items for conservation and related grant opportunities.
7. To expand the agricultural history element of the park interpretive program in addition to the Dangberg Family currently emphasized.
8. Pursue funds to enable continued archiving of collection.
9. Identify sources for, and obtain, funding for artifact conservation, including specialized cleaning and restoration.

VII. Insurance

The Dangberg Friends will, at their own expense, secure and maintain during the term of this Agreement insurance, Commercial General Liability insurance for bodily injury, property damage, personal injury, and with blanket contractual coverage with limits not less than General Aggregate \$1,000,000 or as set by the Douglas County Risk Manager

Insurance will be provided that meets acceptability requirements of Douglas County. Dangberg Friends agrees to indemnify Douglas County as required and shall name Douglas County as an additional insured.

Fire and Hazard Protection Insurance is not proposed, but if required the Friends will provide insurance up to the \$50,000 deductible for the County insurance program.

VIII. Douglas County Role and Responsibilities

This proposal assumes Douglas County providing the following:

1. Providing by agreement the facilities on site for use by Friends of Dangberg Ranch to operate a Historic Ranch Park/Museum.
2. Consider applications for special events, either by the Friends or by a third party in cooperation with the Friends.
3. Maintain grounds and external buildings, with assistance of Friends
4. Assign a liaison or coordinator with Friends, and meet with Friends onsite at least twice per year.
5. Furnish workers compensation coverage for all Friends Volunteers.
6. Continue to provide building and content insurance for the property.
7. Provide security/fire alarm system
8. Provide utilities services, except toilet facilities Utilities include electric, phone system for alarm, trash service.
9. Provide advice and support expertise in maintenance of building interiors
10. Participate in joint inspections as mutually agreed.
11. Designate a member of the Board of Directors and/or executive committee as liaison for Douglas County
12. Coordinate capital improvements. If major maintenance or construction is proposed and funded by the Friends, Douglas County will provide project management and oversight services to jointly agreed upon projects. This includes contracting through County procedures, developing and approving scope of work plans,

IX. Non-Fund Obligating Agreement

The Friends of Dangberg Ranch recognized this Agreement as a non-fund obligating document for any item not specifically listed above. This does not preclude the Friends of Dangberg Ranch from making specific funding support requests in the future.

X. Term of Agreement:

This proposal is requesting that Douglas County authorize the Friends an agreement for a period of 5 years, subject to extension upon mutual agreement. The County may set default criteria, if appropriate associated remedies are provided

Upon termination or expiration of this Agreement all improvements, donations, equipment, and work contributed shall be transferred to Douglas County, or to a third-party deemed acceptable by Douglas County, except where such transfer would violate Internal Revenue regulations regarding assets of tax-exempt organizations.

XI. Other Agreement General Conditions.

The Friends would agree to all other standard general agreement language.

XII. Dangberg Budget

A first year budget is being prepared and can be provided once approved by the Board of Trustees. Initial funding from memberships, followed by tour fees will provide funds for initial work until more comprehensive fund raising work can be completed

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Nov 9 2011
T.H. [Signature] Clerk of the [Signature] Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy