

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Community Services

Item ID/Agreement #: DC-62-2024



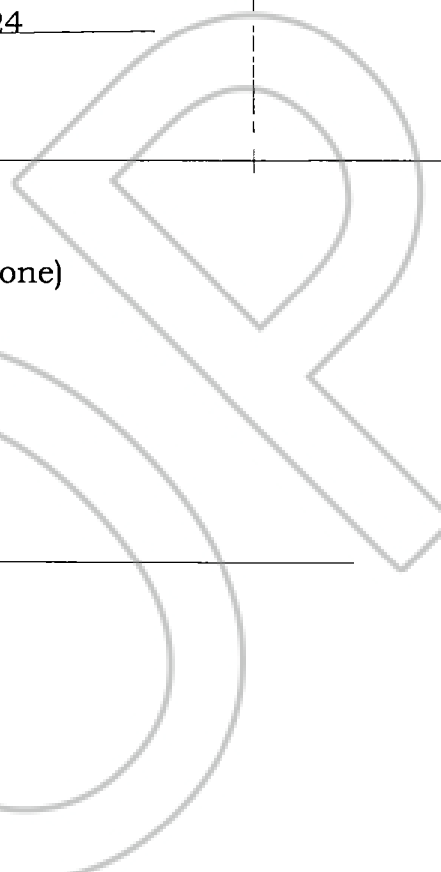
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



NO. DC-62-2024

1/30/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

CONTRACT FOR 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 and cultural and historic personal property that contains the Dangberg Home Ranch Historic Park (the "Premises"); and

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

WHEREAS, Friends of Dangberg Home Ranch, Inc. is ready, willing and able to support Douglas County's operation of Dangberg Home Ranch Historic Park; and

WHEREAS, Friends of Dangberg Home Ranch, Inc. is a non-profit corporation created and operated solely in support of the County and its Community Services Department's mission and goals, and its work will be compatible with these mission and goals as well as the Capital Improvement Plan and Equipment Needs of the County at the Dangberg Home Ranch Historic Park; and

WHEREAS, it is deemed that the services of 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 & TERM OF CONTRACT.** The contract will be effective immediately upon its execution by both parties and will remain in effect until June 30, 2029, unless earlier terminated by either party in accordance with Paragraph 10 herein.
2. **WORK TO BE PERFORMED.** The parties agree that the services to be performed by the Parties are as follows:
 - a. Douglas County [hereinafter referred to as "County"] agrees to do the following:
 1. Grant Friends of Dangberg Home Ranch, Inc., [hereinafter referred to as "Friends"] the right to use the structures and cultural and historic personal property, along with access to entire Premises for the purpose of operating a historic ranch house museum and park. The Premises are alternatively referred to as the Dangberg Home Ranch Historic Park [hereinafter referred to as the "park"].
 2. Maintain the buildings and grounds of the park including the access easement and the parking area.
 3. Oversee and participate in the preparation of a development plan for the park.
 4. Insure the cultural and historic personal property and structures owned by the County on the Premises.
 5. Assume the responsibility for the utilities, including sewer, water, electricity, gas, refuse collection, and snow removal necessary for operation of the park.
 6. Provide a security alarm system at the park.
 7. Provide water for the park.
 8. Provide appropriate museum collection management software and necessary computer equipment.
 9. Provide archival storage supplies and necessary collection management tools.
 10. Cooperate as co-applicant for grants that fund restoration or operations at the park.

11. Support the fundraising activities of Friends and promote a positive relationship with its board and members.
 12. Allow Friends to use the name and images of the County.
 13. Provide additional tools, equipment, and other support for Friends' activities at the discretion of the Director of the Community Services Department, and consistent with State and Federal law.
 14. Suggest and recommend donors and contributors to Friends.
 15. If requested, provide clerical support for Dangberg Board of Trustees meetings, including recording minutes, maintaining Trustee contact information, and communicating information regarding meeting times and places.
- b. Friends of Dangberg Home Ranch Inc., agrees to do the following:
1. Manage and operate the park on a routine and regular basis as a public historical venue with educational and interpretive programs and provide funding at its sole cost and expense for operating, janitorial, and similar basic maintenance and small repair costs, unless otherwise noted in this agreement.
 2. Manage the county's collection of historic artifacts, documents, and photographs at the park, according to applicable professional standards.
 3. Recruit, manage, and train volunteers, consistent with County policy, to staff the park with the addition of paid employees when feasible.
 4. Implement an interpretive program to include tours, special exhibits and events that interpret the site's history and Carson Valley history, with an emphasis on agricultural history.
 5. Develop an annual budget to support County's operation and maintenance of the park.
 6. Exercise reasonable care to prevent damage or loss to County buildings, artifacts, or other resources and property.
 7. Establish an endowment to support the long-term operation and funding of the park.
 8. Monitor the buildings and grounds for maintenance and report maintenance needs to County.
 9. Develop and maintain procedures for site and collections security.
 10. Establish a program for visitor safety, including reviews of operations and periodic site inspections.
 11. Establish a public relations program to promote the park and its use, including an informative website.
 12. Maintain accurate records of work completed, and monies received and disbursed.
 13. Submit a written report to the Douglas County Board of County Commissioners, at least once per year, on operations and maintenance needs.
 14. The Friend's bylaws shall provide that the Director of the Douglas County Community Services Department or designee shall be an ex-officio member of Friends' Board of Trustees.

The County and Friends agree that the ownership of the cultural and historic real property, structures, and the personal property on the Premises will remain with Douglas County. The parties further agree that Friends will operate the park. If 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. **CONDITIONS OF GIFT ACCEPTANCE.** Friends agrees that in accepting gifts of all kinds, it will:
 - a. Advise donors that any restrictive terms and conditions they attach to gifts for the Dangberg Home Ranch are subject to the County's Community Services Department's review and approval. When necessary, other County approvals may be required. The County Community Services Department agrees to handle such approval processes as expeditiously as possible.

- b. Ensure that gifts are designated for specific purposes comply with the County's Capital Improvement Plan, Equipment Needs, Master Plans, vision, mission, and philosophy.
4. **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.
5. **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 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.
6. **FACILITY RENTAL FEES.** Rental fees must be approved by the County's Community Services Director and included in the Douglas County Parks & Recreation Departments Program & Facilities Manual. Friends agrees to follow the regulations governing the use of parks and recreation facilities as identified in the Douglas County Parks & Recreation Departments Program & Facilities Manual.
7. **ALTERATIONS OR DAMAGES TO THE PREMISES OR PERSONAL PROPERTY.** Friends agrees that before any action is taken on or with respect to altering or moving the County's tangible personal property or real property it will get the County's approval after giving written notice to the County. Friends must not damage, deface, injure, or mar the premises or private property. If by intentional act or negligence Friends or Friends' agents or employees damage the premises or private property as described in paragraph 4 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.
8. **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 any improvements to the premises, which may be supplemented by 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.
9. **PARTICIPATION IN GOVERNANCE.** Friends is a non-profit corporation formed under IRS Section 501(c)(3) and registered with the Nevada Secretary of State. Friends is operated by a Board of Trustees and 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 consistent with Paragraph 2(b.14) herein. Upon the signing of this Agreement, the County will select an individual to participate on behalf of the County as an ex officio member.
10. **TERMINATION OF AGREEMENT.** This Agreement may be revoked at any time 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.
11. **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:
 - a. Withholding of income taxes by the County;
 - b. Industrial insurance coverage provided by the County;
 - c. Participation in group insurance plans which may be available to employees of the County;
 - d. Participation or contributions by either Friends or the County to the public employee's retirement system;

- e. Accumulation of vacation leave or sick leave provided by the County;
 - f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.
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
PO Box 218
Minden, NV 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 Friends does not Maintain coverage, order 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.** Except as otherwise provided in Paragraph 12 herein, 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 but 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 for 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. **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.

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

Douglas County Manager
PO Box 218
Minden, NV 89423

Friends of Dangberg Home Ranch
PO Box 1158
Minden, NV 89423

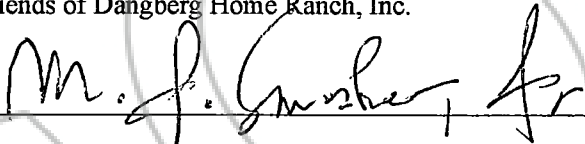
20. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

21. 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 neither 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.

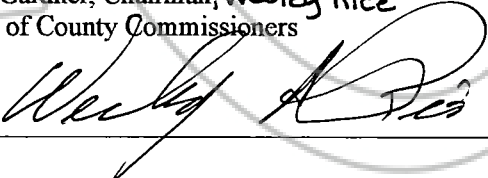
22. AUTHORITY TO EXECUTE AND IMPLEMENT. Each person who signs this Agreement warrants and represents that he has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he signs and that his signature has the 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.


Martin Swisher, Jr., President
Friends of Dangberg Home Ranch, Inc.



Mark Gardner, Chairman, Wesley Rice
Board of County Commissioners



Attest:
Amy Burgans, Douglas County Clerk



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

30th day of January, 2024

By Janina Balala Deputy