



Notice & Agenda of Public Meeting Board of Museums and History

June 17 & 18, 2019

Meeting Location

**Old Logandale School House
3011 N. Moapa Valley Blvd.
Logandale, NV 89021**

To Join the Meeting via Teleconference

**1-888-363-4735
Access code: 7603239**

Site is open and accessible to the public **

**June 17, 2019 starting at 12 Noon PDT
June 18, 2019 starting at 9:00am PDT**

The Board of Museums and History will conduct a public meeting beginning Monday, June 17, 2019, at 12 Noon and continue on Tuesday, June 18, 2019 at 9:00am until the Board concludes its business.

+ = WRITTEN REPORT IN BOARD MATERIALS

STACKED AGENDA: Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair. Items may also be combined for consideration or pulled or removed from the agenda at any time. Persons who have business before the Board are solely responsible to see that they are present when their item is heard.

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| <ul style="list-style-type: none">• Agenda items may be taken out of order at the discretion of the Chair in order to accommodate persons appearing before the Committee and/or to aid in the time efficiency of the meeting.• Items may be removed from the agenda at any time. Also, items may be combined for consideration by the Committee.• Public comment is welcomed by the Committee, but may be limited to three minutes per person at the discretion of the Chair.• Public comment is for discussion only, and action may not be taken on any matter brought up under this agenda item until scheduled on an agenda for action at a later meeting, per NRS 241.020. |
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- **Action items are noted by the phrase “for possible action”** and typically include review, approval, denial and/or postponement of specific items. Certain items may be referred to a subcommittee for additional review and action.
- **Meetings are audio-recorded** and transcribed as part of the public record. **Speakers must identify themselves before speaking.**

1. CALL TO ORDER AND CONFIRMATION THAT THE MEETING WAS PROPERLY POSTED

2. ROLL CALL AND DETERMINATION OF QUORUM

3. BOARD ANNOUNCEMENTS & MEETING LOGISTICS (Information only)

- a) Terms for members Cowie and Ostrovsky expire June 30, 2019

4. PUBLIC COMMENT

Public comment is welcomed by the Board. A period of public comment will be allowed after discussion of each action item on the agenda, but before voting on the item. Because of time considerations, the period for public comment by each speaker may be limited to 3 minutes at the discretion of the Chair, and speakers are urged to avoid repetition of comments made by previous speakers.

5. ACCEPTANCE OF MINUTES (For Possible Action)

- a) March 20, 2019+
- b) May 14, 2019, Finance Subcommittee (only)+

6. CALENDAR FOR NEXT MEETING (For Possible Action)

- a) September 6, 2019, Nevada State Railroad Museum, Carson City
- b) December 2019, determination of date and venue [two-day meeting]

7. NOMINATIONS TO THE NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

(For Possible Action)

- a) State Register of Historic Places
None
- b) National Register of Historic Places
None

8. AGENCY REPORTS (Information and discussion only unless otherwise noted)

- a) Department of Tourism and Cultural Affairs – Brenda Nebesky, Interim Director
- b) State Historic Preservation Office -- Rebecca Palmer, SHPO+
 - 1. Documents pertaining to proposed changes to regulations governing the National Register of Historic Places+
 - 2. NR/SR status report since 2000+
- c) Division of Museums and History – Peter Barton, Administrator
 - 1. SFY 2018 State Museum compiled attendance report+
 - 2. SFY 2018 Volunteer services report+
 - 3. Governor’s Proclamation on May 10, 2019, 150th anniversary of completion of the Transcontinental Railroad+
 - 4. 80th Legislative session report+
 - 5. Personnel report+
- d) Public Information Officer – Guy Clifton, PIO+

e) Museum Reports; 3rd Quarter, SFY 2019+

1. Nevada Historical Society, Reno (For Possible Action)
 - a) Discussion and possible Board action to approve a contract for services of an independent contractor with Sheridan Press, in the amount of \$16,477.72 for publication of the Nevada Historical Society *Quarterly*.+
2. Nevada State Museum, Carson City (For Possible Action)+
 - a) Discussion and possible Board action to approve a contract for services of an independent contractor with Merit Electric, Reno, NV, in the amount of \$3,250 for labor, materials and equipment for installation of track lighting in the basket gallery at the Nevada State Museum.+
 - b) Discussion and possible Board action to approve a contract for services of an independent contractor with Rick's Floor Covering, Inc., Carson City, in the amount of \$4,085 for the removal and replacement of flooring in the basket gallery at the Nevada State Museum.+
3. Nevada State Railroad Museum, Carson City (For Possible Action)+
 - a) Proposed swap of NSRM locomotive No. 8 [education collection] for V&T No. 11, Reno, Old Tucson Corporation. Proposal has conditions/restrictions and thus comes to this body for action.+
4. Nevada State Railroad Museum, Boulder City (For Possible Action)+
 - a) Discussion and possible Board action to approve an Interlocal contract with the Nevada Department of Transportation (NDOT) outlining the maintenance responsibilities of NDOT and the Nevada State Railroad Museum, Boulder City for the maintenance and inspection of the railway overpass on I-11 at Railroad Pass.+
5. East Ely Railroad Depot Museum+
6. Lost City Museum, Overton+
7. Nevada State Museum, Las Vegas+

9. COMMITTEE REPORTS (Information and discussion only unless otherwise noted)

- a) Collections, Robert Stoldal, Chair
 - b) Strategic Planning, Robert Stoldal, Chair
 - c) Facility Use, Dan Markoff
 - d) Finance, Robert Ostrovsky, Chair
 1. Presentation of Morgan Stanley quarterly investment report and account balances for January-March 2019.+
 2. Presentation and adoption of Fiscal Year 2020 budgets for the Museum Dedicated Trust Fund. These were reviewed and approved, with modifications, by the Finance Committee at a public meeting held on May 14, 2019.+
- (Items 9(d)(2)(i-xi) for Possible Action)
- i) B/A 5033 - Board of Museums and History
 - ii) B/A 5034 - Division of Museums and History
 - iii) B/A 5035 - Nevada Historical Society, Reno
 - iv) B/A 5036 - Nevada State Museum, Carson City
 - v) B/A 5037a - Nevada State Railroad Museum, Carson City
 - vi) B/A 5037b - Nevada State Railroad Museum, Boulder City
 - vii) B/A 5037c - East Ely Railroad Depot Museum, East Ely
 - viii) B/A 5038 - Lost City Museum, Overton
 - ix) B/A 5039 - Nevada State Museum, Las Vegas
 - x) B/A 5040 - Nevada State Prison, Carson City; no budget requested

xi) Consideration to allow actual unrestricted cash balances remaining in each budget account as of June 30, 2019 to be balanced forward to the new fiscal year adjusting Category 48 of each budget account accordingly. This would ease cash flow shortfalls as the new fiscal year opens and would preserve the decision on the use of the additional authority at the discretion of the Board.

e) Membership, Bryan Allison, Chair+

f) Museum Store, Bryan Allison, Chair

g) Major Donor, Robert Ostrovsky, Chair

h) Marketing & Technology, Seth Schorr, Chair

i) East Ely Railroad Depot Museum, Doris Dwyer, Chair

1. Proposed Integration Plan from Nevada Northern Railway Foundation+

2. Proposed Exclusive Use Plan from Nevada Northern Railway Foundation+

3. State Public Works Division response to Exclusive Use Plan criticism of the State Public Works Division+

4. Response of Director Sean Pitts to criticism leveled by Nevada Northern Railway Museum Director concerning recent school tour+

5. April 2019 photos of Nevada Northern National Historic Landmark outside EERDM control+

j) Nevada Historical Society, *Quarterly*, Alicia Barber, Chair

k) Nevada State Prison, Alicia Barber, Chair+

l) Nevada Historical Society Relocation, Alicia Barber, Chair+

10. BOARD REVIEW OF ADMISSION FEES, TRAIN RIDE FEES, FREE ADMISSION DAYS(For Possible Action)

The annual review and action by the Board to adopt fees for admission and train rides and free admission days for SFY 2020 pursuant to NRS 381.0045.+

11. PRIVATE FUNDS BUDGET ADJUSTMENTS (CURRENT YEAR) (For Possible Action)

a) Changes approved by the Division Administrator

1. None.

b) Changes requested from the Board over \$5,000.

1. None

12. CONSENT AGENDA (For Possible Action)

Restricted Funds/Donations Received:

a) Discussion and action to accept restricted funds in the amount of \$1,000.00 from Harold Larson to be used to support the Costume and Textiles collections at the Nevada State Museum, Las Vegas. Funds to be deposited in the State Treasurer's Office and expended out of B/A 5039, Category 55, RGL 3905. Requires Board approval pursuant to NRS 381.0075.+

13. TOUR: LOST CITY MUSEUM (Discussion only)

A formal tour of the Lost City Museum, will be conducted during the course of the two-day meeting, at the discretion of the Chair. Museum Director Mary Beth Timm will coordinate.

14. BOARD MEMBER COMMENT ON NON-AGENDIZED ITEMS (Discussion only)

15. FUTURE MUSEUM BOARD AGENDA ITEMS

Recommendations by Board members regarding topics for future agenda items for the Board can be made under this agenda item. Discussion on proposals for future Board

items shall be limited to whether such proposed items are within the purview of the Board. No discussion regarding the substance of any proposed agenda item shall occur.

16. PUBLIC COMMENT AND DISCUSSION

Public comment is welcomed by the Board. Because of time considerations, the period for public comment by each speaker may be limited to 3 minutes at the discretion of the Chair, and speakers are urged to avoid repetition of comments made by previous speakers.

17. ADJOURNMENT

NOTICE POSTING LOCATIONS

<https://notice.nv.gov>

<http://museums.nevadaculture.org>

NEVADA DIVISION OF MUSEUMS & HISTORY, 412 E. Musser St., Suite 2. Carson Street, Carson City
NEVADA DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS, 401 N. Carson St., Carson City, Nevada
STATE HISTORIC PRESERVATION OFFICE, 901 South Stewart St., Carson City, Nevada
EAST ELY RAILROAD DEPOT MUSEUM, 1100 Avenue A, Ely, Nevada
NEVADA HISTORICAL SOCIETY, 1650 North Virginia St., Reno, Nevada
NEVADA STATE MUSEUM LAS VEGAS, 309 S. Valley View Blvd., Las Vegas, Nevada
LOST CITY MUSEUM, 721 South Highway 169, Overton, Nevada
NEVADA STATE MUSEUM, 600 North Carson St., Carson City, Nevada
NEVADA STATE RAILROAD MUSEUM, 2180 S. Carson St., Carson City, Nevada
NEVADA STATE RAILROAD MUSEUM, 600 Yucca St., Boulder City, Nevada

The public may acquire this notice and agenda and supporting materials, pursuant to NRS 241.020(2) by contacting Deborah Rabe, Administrative Assistant III, Division of Museums and History, (775) 687-7340 or via email to drabe@nevadaculture.org. Supporting documents are available from the Nevada Division of Museums and History at 412 E. Musser Street, Suite # 2 Street, Carson City, Nevada 89701.

** We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements are necessary, please contact the Nevada Division of Museums and History by calling (775) 687- 7340 at least two days in advance of the meeting.

Our Vision

Recognized as the most trusted stewards and engaging storytellers of Nevada's heritage.

**Meeting Minutes
BOARD OF MUSEUMS AND HISTORY
March 20, 2019**

Location

**Nevada State Museum
600 N. Carson Street
Carson City, NV 89701**

BOARD MEMBERS PRESENT

Robert Stoldal, Chairman
Bryan Allison
Dr. Alicia Barber
Dr. Doris Dwyer
Mercedes de la Garza
E'sha Hoferer
Jan Petersen
Robert Ostrovsky
Seth Schorr *
Anthony Timmons

BOARD MEMBERS EXCUSED

Dr. Sarah Cowie
Daniel Markoff

**DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS, DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES STAFF PRESENT**

Peter Barton, Division of Museums and History, Administrator
Rebecca Palmer, DCNR, State Historic Preservation Office, State Historic Preservation Officer
Guy Clifton, Department of Tourism and Cultural Affairs, Public Information Officer
Carrie Edlefsen, Division of Museums and History, Administrative Services Officer
Lauri Brown, Division of Museums and History, Administrative Assistant
Sarah Bradley, Attorney General's Office, Deputy Attorney General
Mary Beth Timm, Lost City Museum, Museum Director *
Myron Freedman, Nevada State Museum, Carson City, Museum Director
Daniel Thielen, Nevada State Railroad Museum, Carson City, Museum Director
Dennis McBride, Nevada State Museum, Las Vegas, Museum Director *
Anna Camp, Nevada State Museum, Carson City, Curator II/Anthropology NAGPRA
Nicolette Johnston, Nevada State Museum, Carson City, Sales & Promotion Rep
Robin Reed, DCNR, State Historic Preservation Office
Jessica Axsom, DCNR, State Historic Preservation Office
Ashley Wiley, DCNR, State Historic Preservation Office

PUBLIC IN ATTENDANCE

Maria McDade Williams, Reno-Sparks Indian Colony *
Mary Savage, Nevada State Museum, Las Vegas, volunteer *
Daniel Slentz, Fallon Business Owner
Dixie Hankins, Fallon Business Owner
Mike Billington, Fallon Business Owner
Scott Nebesky, Reno-Sparks Indian Colony *
Kathy Lambert, NV Energy, Reno
Michelle Larime, Battle Mountain Grammar School *

* via teleconference

1. The Chair called the meeting to order at 9:00am and confirmed a quorum was present and the meeting was posted in accordance with NRS 241. (1,2)
2. The Chair took Item 3, Board Announcements and Meeting Logistics. The Chair took this time to introduce E'sha Hoferer, who was able to attend the museum showcase the evening of March 19, 2019. Member Hoferer gave a brief history on his life. (3)
3. The Chair took Item 4, Public Comment. There was no public comment at this time. (4)
4. The Chair took Item 5a, Acceptance of Minutes. Dr. Alicia Barber made the motion to approve the minutes of November 29, 2018. Member de la Garza seconded. Motion carried without dissent. (5a)
5. The Chair took Item 5b, Acceptance of Minutes. Dr. Doris Dwyer made the motion to approve the minutes of November 30, 2018. Member de la Garza seconded. Motion carried without dissent. (5b)
6. The Chair took Item 6, Calendar for Next Meeting. Dr. Doris Dwyer made a motion to have the September meeting in Carson City at the railroad museum on September 6, 2019. Member de la Garza seconded. Motion carried without dissent. (6b)
7. The Chair took Item 7a1, Nominations to the State Registers of Historic Places. Battle Mountain Grammar School, Battle Mountain, Lander County. Jim Bertolini gave a brief description and took questions. Dr. Alicia Barber made a motion to accept the nomination of the Battle Mountain Grammar School to the State Register of Historic Places. Member Petersen seconded. Member Hoferer opposed. Motion carried. (7a1)
8. The Chair took Item 7a2, Nominations to the State Registers of Historic Places. Oats Park Grammar School, Fallon, Churchill County. Jim Bertolini gave a brief description and took questions. Robert Ostrovsky made a motion to accept the nomination of the Oats Park Grammar School to the State Register of Historic Places. Member Dwyer seconded. Motion carried without dissent. (7a2)
9. The Chair took Item 7b1, Nominations to the National Registers of Historic Places. Maine Street Historic District, Fallon, Churchill County. Jim Bertolini gave a brief description and took questions. Dr. Doris Dwyer made a motion to accept the nomination of the Maine Street Historic District to the National Register of Historic Places. Member Petersen seconded. Member Hoferer opposed. Motion carried. (7b1)
10. The Chair took Item 8a, Agency Reports, Department of Tourism and Cultural Affairs. Brenda Nebesky, Interim Director, distributed to the board members for their review the Travel Nevada visitor guide, Brand USA, and the Cultural Traveler featuring the 150th anniversary of the Transcontinental. Discussion was held. No action was taken. (8a)
11. The Chair took Item 8b, State Historic Preservation Office. Rebecca Palmer was available for questions and comments. Discussion was held. No action was taken. (8b)
12. The Chair took Item 8b1, State Historic Preservation Office, special item. Jim Bertolini gave a power point presentation of refresher training on the role of the Board in NRHP/SHRP nominations and informed the Board on the NR/SR status report update. Discussion was held. No action was taken. (8b1)
13. The Chair took Item 8c, Division of Museums and History. Peter Barton announced his intention to retire from State service in calendar year 2019. Barton will not be attending the June Board meeting as he will be on vacation at that time. Mr. Barton offered information on AB 44 – Stewart Indian School Cultural Center/NIC Administrator, AB 84 – Conservation Bond Act Reauthorization, AB 96 – Historic Passport Program, AB 152 – Cultural Resource Protection Act, AB 160 – Changes to NV Commission on Tourism, AB 178 –Transferrable Historic Tax Credits, AB 214 –NV State Prison Feasibility Study, SB 64 - \$15 million General Funds for Expansion of NSRM-BC, SB 181 – Reinstate Sales

- on NV 150 License Plate. Discussion was held. No action was taken. (8c1a-i) Mr. Barton continued with other Legislative matters, CIP and budget report as well as Museums for All, IMLS Initiative and the Personnel Report. Discussion was held. No action was taken. (8c2-4)
14. The Chair took Item 8d, Public Information Officer. Guy Clifton reported on the Transcontinental Railroad exhibit and the 150th anniversary of the US Mint. Discussion was held. No action was taken. (8d)
 15. The Chair took Item 8e1, Nevada Historical Society. Mr. Barton mentioned that Catherine Magee was contacted by C-SPAN regarding their 2019 C-SPAN City Tour which would be coming to Reno. Discussion was held. No action was taken. (8e1)
 16. The Chair took Item 8e2, Nevada State Museum, Carson City. Mercedes de la Garza made a motion to waive the admission fees for "Lei Day" celebration of Hawaiian culture on Saturday, April 27, 2019. Member Barber seconded. Motion carried without dissent. Dr. Alicia Barber made a motion to approve the request for \$30,000 in category 48 to support the activities related to the production of a special Mint 150 medallion and functions related thereto. Member de la Garza seconded. Motion carried without dissent. (8e2a-b)
 17. The Chair took Item 8e3a, Nevada State Railroad Museum, Carson City. This item was taken out of order. Jan Petersen made a motion to approve the contract with Complete Millwork Services, Inc., in the amount of \$34,386 for cabinetry and associated construction for the 150th anniversary of the Transcontinental Railroad exhibit. Member de la Garza seconded. Motion carried without dissent. (8e3a)
 18. The Chair took Item 8e4, Nevada State Railroad Museum, Boulder City. This item was taken out of order. Mr. Barton reported on the pajama train and the need for a bigger facility. Discussion was held. No action was taken. (8e4)
 19. The Chair took Item 8e5, East Ely Railroad Depot. Mr. Barton stated that the maintenance repair worker position is hopefully going to be restored during legislation. Discussion was held. No action was taken. (8e5)
 20. The Chair took Item 8e6, Lost City Museum. Mr. Barton stated that the curator of exhibits is in the final hiring stages. Discussion was held. No action was taken. (8e6)
 21. The Chair took Item 8e7, Nevada State Museum, Las Vegas. Dr. Doris Dwyer made a motion to approve the request for deaccession of 109 items from the Costume & Textile Collection through a variety of means. Members de la Garza seconded. Motion carried without dissent. Dr. Alicia Barber made a motion to accept the deaccession of photographs from the John Running collection [VM-2012-068] to the Cline Library in Northern Arizona University where the bulk of this collection is managed. Member de la Garza seconded. Motion carried without dissent. Mercedes de la Garza made a motion to deaccession excess copies of 1959 Las Vegas High School yearbook [VM-2010-014] to the Las Vegas High School Alumni Association in exchange for 1970, 1989 and 2006 yearbooks not in the museums current collection. Member Petersen seconded. Motion carried without dissent. Discussion was held regarding Friends of Nevada State Museum, Las Vegas. No action was taken. Dr. Doris Dwyer made a motion to approve the request for category 48 funding in the amount of \$2,976 to support American Library Association annual conference attendance for Crystal Van Dee, curator of manuscripts, in Washington D.C. the month of June 2019. Member de la Garza seconded. Member Timmons opposed. Motion carried. (8e7a-e)
 22. The Chair took Item 9a, Collections. Mr. Barton informed the board regarding the IMLS summary report on the national museum collection. Discussion was held. No action was taken. Mr. Barton also reported on the status of the Lost City Museum collection status update. Discussion was held. No action was taken. (9a1-2)
 23. The Chair took Item 9b, Strategic Planning. There was nothing to report. (9b)

24. The Chair took Item 9c, Major Donor. There was nothing to report. (9c)
25. The Chair took Item 9d, Facility Rental. There was nothing to report. (9d)
26. The Chair took Item 9e1, Finance. This item was taken out of order. Robert Ostrovsky was available for the Morgan Stanley report and the monthly detail reports for October – December 2018. Discussion was held. No action was taken. It was determined that the Finance Committee would meet May 14, 2019, at noon. (9e1-2)
27. The Chair took Item 9f, Membership. Bryan Allison shared with the board the results of the Membership Committee meeting that was held January 16, 2019 and March 6, 2019. Mr. Allison made a motion to approve modifying the membership policy to eliminate the student category and define the senior category as ages 62 and older. Member Dwyer seconded. Motion carried without dissent. (9f3a-b) Mr. Allison made a motion to approve free admission for anyone with a valid student or school identification. Member Petersen seconded. Motion carried without dissent. (9f4a) (9f1-9)
28. The Chair took Item 9g, Museum Store. Mr. Allison reported to the board the outcome of the Museum Store Committee meeting that was held January 29, 2019. Discussion was held. No action was taken. (9g)
29. The Chair took Item 9h, Marketing & Technology. Seth Schorr reported to the board the outcome of the Marketing & Technology Committee meeting that was held January 29, 2019. Discussion was held. No action was taken. (9h)
30. The Chair took Item 9i, East Ely Railroad Depot Museum. Mr. Barton stated that legal review is still being sought. Discussion was held. No action was taken. (9i)
31. The Chair took Item 9j, Nevada Historical Society *Quarterly*. This item was taken out of order. Dr. Barber updated the board on the status of the Nevada Historical Society *Quarterly*. Discussion was held. No action was taken. (9j)
32. The Chair took Item 9k, Nevada State Prison. This item was taken out of order. The report was discussed during the legislation bill updates. (9k)
33. The Chair took Item 9l, Nevada Historical Society Relocation. Mr. Barton informed the board on the status of the relocation of the Nevada Historical Society. Discussion was held. No action was taken. (9l)
34. The Chair took Item 10a1, Changes approved by Division Administrator. Informational only. Discussion was held. No action was taken. (10a1)
35. The Chair took Item 10b1, Changes requested from the Board over \$5,000. Anthony Timmons made the motion to approve \$23,000 for Budget Account 5036, Nevada State Museum, Carson City, RGL 3872 to adjust the authority of \$68,000. This resulting from increased activity in the Coin Press medallion program. Member Barber seconded. Motion carried without dissent. (10b1)
36. The Chair took Item 10b2, Changes requested from the Board over \$5,000. Dr. Alicia Barber made a motion to approve the increase Budget Account 5037, Nevada State Railroad Museum, Carson City, RGL 4251, Gifts and donations, by \$200,000 to an adjusted authority of \$205,713. Member de la Garza seconded. Motion carried without dissent. (10b2)
37. The Chair took Item 10b3, Changes requested from the Board over \$5,000. Dr. Alicia Barber made a motion to approve the increase to Budget Account 5037, Nevada State Railroad Museum, Carson City, RGL 4265 Private Grants, by \$5,000 to an adjusted authority of \$17,000. Member de la Garza seconded. Motion carried without dissent. (10b3)
38. The Chair took Item 10b4, Changes requested from the Board over \$5,000. Dr. Doris Dwyer made a motion to approve the increase in Budget Account 5037, Nevada State Railroad Museum, Carson City, RGL 4025 by \$12,150 to an adjusted authority of \$112,150. This was requested in order to provide additional museum store inventory for

- upcoming exhibits and events. Member Timmons seconded. Motion carried without dissent. (10b4)
39. The Chair took Item 10b5, Changes requested from the Board over \$5,000. Dr. Doris Dwyer made a motion to approve the increase in authority in Budget Account 5039, Nevada State Museum, Las Vegas, RGL 4025 by \$20,000 to an adjusted authority of \$57,077. This action was taken to allow for increased museum store inventory purchases. Member Petersen seconded. Motion carried without dissent. (10b5)
 40. The Chair took Item 11, Consent Agenda. Dr. Doris Dwyer made a motion to accept the restricted funds of \$750 from the family of Robert Stoldal for the Nevada Historical Society Phil Earl Memorial Fund. Member Barber seconded. The Chair abstained. Motion carried. (11)
 41. The Chair took Item 12, Board Member Comment on Non-agendized items. There were no comments. (12)
 42. The Chair took Item 13, Future Museum Board Agenda Items. Nothing specific was requested. (13)
 43. The Chair took Item 14, Public Comment. There was no public comment. (14)
 44. The Chair declared the meeting adjourned at 3:20pm for March 20, 2019.

Transcript
BOARD OF MUSEUMS AND HISTORY
FINANCE COMMITTEE
May 14, 2019
Division of Museums and History
412 E. Musser Street, Suite 2
Carson City, NV 89701

BOARD MEMBERS PRESENT

Bob Ostrovsky, Chairman *
Bob Stoldal *
Anthony Timmons *

DIVISION OF MUSEUMS AND HISTORY STAFF PRESENT

Peter Barton, Administrator, Division of Museums and History
Carrie Edlefsen, Administrative Services Officer II, Division of Museums and History
Deborah Rabe, Administrative Assistant III, Division of Museums and History
Myron Freedman, Museum Director, Nevada State Museum – Carson City *
Dan Thielen, Museum Director, Nevada State Railroad Museum, Carson City *
Randy Hees, Museum Director, Nevada State Railroad Museum, Boulder City *
Catherine Magee, Museum Director, Nevada Historical Society

PUBLIC IN ATTENDANCE

No Public

* via teleconference

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1. The Chair called the meeting to order at 12:00pm and confirmed a quorum was present and the meeting was posted in accordance with NRS 241. (1,2)
 2. There were no board announcements or meeting logistics. (3)
 3. There was no public comment at this time. (4)
 4. The SFY 2020 Dedicated Trust Fund Budgets were reviewed individually, including staffing costs, base, maintenance and requested enhancements.
 5. The Chair took item 5A-5J Museum Dedicated Trust Fund Budgets for SFY 2019 (July 1, 2019 – June 30, 2020). Robert Stoldal made the motion to approve the recommended budget for B/A 5033 – B/A 5040, including all enhancement requests presented, with staff having permission to make technical adjustments and editorial changes as needed. Member Timmons seconded. Motion passed without dissent. (5A-5J)
 6. The Chair took Item 6, Public Comment and Discussion. Dan Thielen brought up that the Northern Nevada Railroad Foundation wants to take control of the Nevada State Railroad Museum East Ely Depot. Discussion was held. No action was taken. Mr. Stoldal requested more information on

the cataloguing program at the Nevada State Museum in Carson City from Myron Freedman for the next board meeting. (6)

7. The Chair adjourned the meeting at 1:00pm. (7)



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

Department of Conservation and Natural Resources

Steve Sisolak, Governor
Bradley Crowell, Director
Rebecca L. Palmer, Administrator, SHPO

May 17, 2019

MEMORANDUM

TO: BOARD OF MUSEUMS AND HISTORY

FROM: REBECCA PALMER, State Historic Preservation Officer

SUBJECT: STAFF REPORT

My sincerest apologies, but I will be absent from your June Board Meeting as I will be out of the country on a much needed rest from a very busy Legislative session. I wish you safe travels and a very productive meeting.

Staff is now working on the draft Nevada State Preservation Plan for 2020-2028. The Office plans to have the draft available to you by August of this year with a public release approximately one week later. Comments will be accepted on the document until September. Once all comments are addressed, the Office will send it to the National Park Service for final review and approval so that the document will be ready for January 1, 2020.

The boundary revision for the Spring Mountain Ranch has been approved by the National Park Service, National Register program. In response to the request made by Board Member Barber, we have included the federal National Register listings in the spreadsheet of National Register and State Register resources since the last Board Report.



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

Department of Conservation and Natural Resources
Steve Sisolak, Governor
Bradley Crowell, Director
Rebecca L. Palmer, Administrator, SHPO

April 1, 2019

Joy Beasley
Keeper of the NRHP of Historic Places
National Park Service
1849 C Street NW
MS 7228
Washington, DC 20240

RE: Proposed Changes to Regulations Governing the National Register of Historic Places

Dear Ms. Beasley:

Please accept these comments on behalf of the Nevada State Historic Preservation Office regarding the proposed changes to regulations governing the National Register of Historic Places (NRHP), announced by the Department of the Interior on March 1, 2019. The regulations are proposed in two parts, the first in response to amendments to the National Historic Preservation Act (NHPA) passed by Congress in 2016, and the second making changes to how owner objections are considered in the nomination process – the comments below are made in the same order.

Many of the proposed regulatory changes appear inconsistent with the 2016 NHPA amendments. They appear to either exceed the authority outlined in law (including the 2016 amendments), or create serious challenges to important nomination procedures regarding the NRHP. Over eighty-four percent of Nevada's landmass is owned by the federal government, making a significant amount of its NRHP-eligible resources the jurisdiction of federal historic preservation officers. The proposed rule changes add barriers to a federal nomination process that is already vague and subject to extreme limitations of staff time and funding for the cultural resource professionals among our partner federal agencies in Nevada. As outlined below, several of these proposed changes would serve to further stifle NRHP activity in Nevada, and undercut the obligation of federal agencies to comply with 54 U.S.C. §§ 306101 and 306102 of NHPA (formerly "Section 110").

Process

Stakeholder management by the Department of the Interior during this process has been grossly inadequate. The NRHP program is a partnership between the Keeper of the NRHP and state historic preservation offices (SHPOs), and other federal agencies when applicable. National Park Service made no systematic effort to inform SHPOs of these proposed rule changes. If any effort was made to involve SHPOs in the development of these rules prior to publication, this office is not aware of them. Even a conference call intended to solicit input from SHPOs was not noticed to SHPOs by the National Park Service, but rather by our non-profit association, the National Conference of State Historic Preservation Officers (NCSHPO). Two members of my staff were able to attend the call, which was managed by an appointed official with no apparent connection to the Department's cultural resource programs. That official not only informed

participants on the call that their verbal comments would not be considered part of the record, but actively encouraged SHPO staff to violate official NRHP guidance regarding nominations as a means to resolve owner objection conflicts.

The process for proposing these regulatory changes thus far has been highly disorganized and opaque, and I would hope does not set the standard for how the National Park Service will engage its program partners in the future.

Proposal Regarding Implementation of 2016 NHPA Amendments

While the proposed revisions to 36 C.F.R. §§ 60.6, 60.9, and 60.10 appear consistent with the 2016 NHPA amendments, several components appear inconsistent and ill advised. The proposal would eliminate 36 C.F.R. § 60.6(y) which provides an option for SHPOs to submit nominations to federal agencies for approval by their FPOs. Another part of the proposal would revise 36 C.F.R. § 63.4(a) and 36 C.F.R. § 63.4(c) regarding when and how federal agencies and SHPOs can request determinations of eligibility from the Keeper. An additional section of the proposal would revise 54 U.S.C. § 302104(d)(2), regarding how members of the public or a local government can appeal to the Secretary regarding the failure of a nominating authority to nominate a property in accordance with the Act. These actions are not recommended by this office.

The Nevada SHPO strongly objects to the elimination of the 36 CFR § 60.6(y). As a SHPO for a state with a significant percentage of federal land, it is my experience that it is not uncommon for the boundaries of an NRHP nomination initiated by a non-federal owner to ultimately include federal land. Because of the strong role of the federal government in Nevada's development patterns, there is an intermix of federal and non-federal property, sometimes within what the NRHP would define as a single historic property, such as historic ranches, mining districts, rural town sites, etc. Current regulations provide SHPO's with the authority and opportunity to assist our federal partners while remaining responsive to members of the public who wish to nominate these mixed-ownership properties in our jurisdiction, including FPOs as a "Commenting Official" on the nomination form. Without 36 CFR § 60.6(y), it becomes unclear how SHPO's are to navigate these mixed-ownership situations in a manner that is reasonably responsible to the public, is consistent with NRHP program guidelines, and acknowledges that federal agencies often do not have the resources to respond to public requests for nominations.

The proposed modifications to 36 C.F.R. §§ 63.4(a) and (c) seem unnecessary. The amendments to the NHPA did not address determinations of eligibility, so the authority or need for this change is not apparent. Furthermore, the process for seeking determinations of eligibility from the Keeper functions well at present, and do not appear to need modification.

The proposed changes to 54 U.S.C. § 302104(d)(2) would require that all of the preconditions established in the 2016 amendments be met before that member of the public or local government can appeal. This is inappropriate, and provides federal agencies the ability to indefinitely table nominations after that same agency may have willfully failed to follow the preconditions set by Congress in 2016.

Nevada's federal land management agencies already face multiple administrative barriers to moving nominations forward or responding to requests for comment due to poor training and minimal resources among their cultural resource staffs. Congress intended the 2016 NHPA amendments to clarify the role of SHPOs in the nomination of historic properties on federal land, not provide agencies with the opportunity to halt any NRHP activity on land they manage. NRHP nominations have always been a subject of public participation and oversight, and removing the public's ability to hold federal agencies accountable is contrary to the spirit of the NHPA.

Furthermore, in Nevada, a significant number of conflicts regarding NRHP nominations pertain to properties of cultural and religious significance to Tribal entities. Reducing the transparency required of federal agencies, as the proposed rules suggest, would further damage already tenuous relationships with several of our state's associated Tribes. Those agencies already suffer from inadequately trained and staffed cultural resource teams, and this legal modification would likely result in additional litigation and costs to federal agencies regarding cultural resource matters.

Proposal Regarding Owner Objection

Unrelated to the 2016 NHPA amendments, the proposal would also add percentage of acreage owned to be a factor in how owner objections are counted for NRHP nominations. It is this office's opinion that the Secretary of the Interior is exceeding its authority, as the current process for counting objections is established in law, not regulation, and thus must be authorized by Congress first, before new regulations can be posed.


Even if Congress had authorized such a change, the Secretary has not provided a proposed method for how acreage will affect the owner objection process, or how public land (federal, state, and local) should be treated as part of any weighting or formula for doing so. The legally fraught implications of complicating the "one owner, one vote" rule established by Congress in 1966 are likely to face litigation from supporting property owners, and could potentially hinder participation in the federal Historic Tax Credit program, which is a proven and financially sustainable economic development tool. If there is concern about property owners being subject to regulations as a result of NRHP listing, it seems a better response would be to improve the funding and programming available for education about the NRHP, and perhaps regulatory changes to the Certified Local Government program within 36 C.F.R. § 61. Making changes to the NRHP nomination process based on what appears to be a misunderstanding about the program seem ill advised.

Furthermore, the regulation assumes easy access to property ownership records that provide information such as acreage. In Nevada, this is admittedly less of an issue. Our settlement history is recent, and our county governments are large, centralized and oversee land that is mostly federally owned, making identification of landowners and acreage owned simple. However, we recognize that our situation is unique, and other SHPOs face significant challenges under current regulations to identify owners, so adding an acreage calculation to the process may prohibit some nominations from moving forward entirely, thus limiting the ability of the public to participate in this successful program.

Conclusion

This office has significant concerns with several components of the proposed changes. In several cases, the proposed regulations exceed their statutory authority, and furthermore, would serve to stifle public transparency for, and public participation in, the NRHP program. I would strongly encourage the Secretary to reconsider these rule changes, and ensure that any adopted regulations are within the statutory guidelines outlined by Congress.

Sincerely,



Rebecca L. Palmer
Administrator & State Historic Preservation Officer

NCSHPO

National Conference of State Historic Preservation Officers

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April 19, 2019

National Register of Historic Places
National Park Service
1849 C Street NW
MS 7228
Washington, DC 20240

RE: National Park Service (NPS) Regulation Identifier Number 1024-AE49

To Whom It May Concern:

Thank you for the opportunity to submit comments on the Proposed Rule governing the listing of properties on the National Register of Historic Places. The National Conference of State Historic Preservation Officers (NCSHPO) is a nonprofit organization whose members are the State government officials (State Historic Preservation Officers, or SHPOs) and their staff who carry out the national historic preservation program as delegates of the Secretary of the Interior pursuant to the National Historic Preservation Act of 1966, as amended (NHPA). NCSHPO serves as a communications vehicle between SHPOs, federal agencies and other organizations. It also educates the public and elected officials about the national historic preservation program, legislation, policies and regulations. There are also several references to our organization and extensive explanations of the roles and responsibilities of our members in the text of the NHPA.

As the entity representing a key constituency who will be substantially impacted by the changes proposed, we have several objections and concerns.

Implementation of 2016 Amendments to the National Historic Preservation Act

The primary stated goal of the proposed revisions to the regulations is to "...implement the 2016 Amendments to the National Historic Preservation Act." NCSHPO and the National Trust for Historic Preservation were present for discussions informing the 2016 Amendments, and provided substantial feedback on various versions of the text prepared by its authors. We are familiar with its intent, the background behind its passage, and the language employed. Given this, we believe that the purpose of the Amendment has not only been misinterpreted, but that its authority and scope has been exceeded. The Amendment was designed specifically to require SHPO comments on nominations submitted to the Keeper by Federal Agencies. If comments are not forthcoming, it is then assumed the SHPO is not in favor of the nomination. Should the nomination proceed, the Keeper would then be forced to publish a

notice in the Federal Register outlining the reasons why. The whole idea was to provide clarity and more transparency to any nominations submitted by Federal Agencies.

What the Amendment did *not* do, was create a new exclusive process for the nomination of federally owned properties. This is an important distinction. There is nothing in the Amendment that suggests all federal properties may only be nominated by federal agencies. As common practice, many nominations of federal properties originate with and are pursued by SHPOs or citizens themselves. There is good reason for this. The impetus for the passage of the NHPA was the result of massive federal agency overreach in urban-renewal, transportation and other major projects that, in the 1950's and 1960's, decimated historic properties nationwide and included no opportunity for citizen input. We find it hard to believe that the language of an Amendment designed to actually increase input into federal decision-making would be interpreted to instead manufacture a way to strip that input away by giving federal agencies unilateral and exclusive rights to nominate or refuse to nominate historic properties. By way of context, Section 110 of the NHPA (54 U.S.C. § 306102) makes it very clear that federal agencies have *responsibilities* for the preservation of our historic places – not rights.

In addition to conflating nominations by federal agencies with the nominations of federal properties, the proposed rules veer even further off track by altering the process for Determinations of Eligibility (DOEs) – a completely different process not at all covered by the Amendment. DOEs, by design, are meant to be a way to get an early opinion from the Keeper of the National Register without having to complete a full nomination – which can take a great commitment of time and resources. DOEs are an integral part of the entire federal historic preservation program – enabling consultation on federal projects via Section 106 (54 U.S.C. § 306108) to proceed in a timely manner. Impacts to properties determined eligible can be duly considered early in the project planning process – providing clarity and saving time, effort and limited resources. Properties determined ineligible purposely do not require the preparation of a nomination, again saving time and money, and proposed projects can proceed through the regulatory process. Eliminating the ability to even seek an Eligibility Determination, unless a complete National Register Nomination is submitted by a federal agency, unnecessarily undermines the ability for a sensible reconciliation of project timelines with the need to protect our historic properties.

Perhaps the most illogical of the proposed changes, again, not supported by either the language or intent of the Amendment, asserts that the Keeper would only be able to hear an appeal of a federal agency's refusal to either nominate a property, or to even seek a Determination of Eligibility, if the agency actually nominates it. This takes the misinterpretation of the Amendment to its ultimate conclusion –stripping away citizens' right to nominate a federal property, empowering federal agencies to refuse to nominate or to even seek a Determination of Eligibility, and then eliminating any possibility of appeal. This federal overreach is the very antithesis of the entire purpose of the NHPA.

It is clear that a lot of effort went into the proposed rule. In our view, that effort and much time were wasted based upon an incorrect reading and interpretation of the amendment. Since the Amendment only pertains to the nomination process that federal agencies must follow, only one section of the regulations appear to require revision: 36 CFR § 60.9.

In looking at the specific changes proposed to 36 CFR § 60.9, the language looks generally acceptable with one exception - the removal of the timetable for the listing of properties to the National Register. Under the current rules, the nomination is to be included in the National Register within 45 days of receipt – unless the Keeper disapproves or an appeal is filed. In our opinion, there is no reason to eliminate this provision – which as proposed would give the Keeper an infinite amount of time to render

a decision. Allowing a nomination to sit with no action for an indefinite period could put historic properties in jeopardy while they wait for a decision. Combined with the proposal to essentially eliminate eligibility determinations, a refusal of the Keeper to act could amount to de-facto rejection and destruction.

In the case of 36 CFR § 60.10 (Concurrent State and Federal Nominations), it is unclear whether any changes to the existing regulations are necessary. A major problem *does* exist, however, in the language proposed. First, 36 CFR § 60.10 (a) requires concurrent nominations to follow the procedural requirements of 36 CFR § 60.9, including a 45 day comment period for SHPOs. Given the existing language of Section 36 CFR § 60.10 (b) requiring SHPOs to follow the property owner notification and objection process, as well as the submission to State Review Boards pursuant to 36 CFR § 60.6, this proposed language creates a timetable that cannot be achieved. There is little way for the process outlined in 36 CFR § 60.6 to be concluded, and for SHPOs to submit comments in 45 days. First, even if notices are sent to all property owners, there must be time for them to respond. Second, State Review Board meetings, as public meetings, are subject to advance public notice and transparency requirements that frequently necessitate pre-set schedules that may or may not correspond with the time at hand.

Given that concurrent nominations require SHPOs and Federal Preservation Officers (FPOs) to cooperate, and particularly given that the resources could be privately owned, we question why any alteration to this section is necessary to meet the spirit of the Amendment. As such, we recommend the language remain as originally written.

Land Area

Also included in 36 CFR § 60.10, and indeed more broadly present in nearly every section proposed for revision, is the introduction of a new means for calculating objections to the National Register process – land area. For several reasons, we strenuously object to this proposal.

First, it is unclear what problem this rule change is attempting to solve. Under current procedures, property owners are afforded the opportunity to object to National Register listings. If a majority of property owners object to a historic district listing, the district cannot be listed. Why this process would be changed to propose a new calculation affording proportional voting rights based upon the amount of land area owned is not only unnecessary, it runs counter to the fundamental one-person-one-vote principle that underpins our nation's entire approach to democratic governance. It essentially affords a more significant voice to those possessing more wealth in the form of land – a rather feudal concept, and one that has been introduced with no justification.

We also believe this proposed rule exceeds the authority of the NHPA as outlined in 54 USC § 302105. This provision states “...the *owner of the property, or a majority of the owners of the individual properties* within a district in the case of a historic district, shall be given the opportunity (including a reasonable period of time) to concur in, or object to, the nomination of the property for inclusion or designation.” (Emphasis supplied.) The principle is very clear – the law requires the consideration of objections based upon a vote by either the single owner, or a single vote for each owner for properties with multiple owners. There is nothing in the law that authorizes proportional voting based upon land area.

There are also numerous logistical problems with the land area proposal. For one, land records are not universally reliable and readily accessible nationwide. Likewise, assigning a singular unit of measure (acres, square feet, etc.) using any number of different or disagreeing source records (such as an ancient survey plat versus acreage set out in a deed versus a new survey measurement), or lack thereof, is highly problematic. Without a reliable, consistent and fair system in place to make these determinations, decisions are vulnerable to legal challenges and would pit more advantaged neighbors against those with fewer resources. It also imposes additional technical and administrative requirements that SHPOs may be unable to meet.

This proposal would encounter even more ambiguity should a proposed historic district include federally owned properties. Would a potential historic district, for example, containing a post office and a federal courthouse suddenly be jeopardized because of federal agency objections? Or, because they are federally controlled, would they not even be permitted to be nominated as a part of a district – unless following the federally-controlled and sourced concurrent nominations process outlined in 36 CFR § 60.10? Generally, historic districts are listed because they contain many “contributing” buildings that collectively are important, but whose individual buildings may not be eligible themselves. Preventing other property owners in a historic district from accessing incentives, such as the Federal Rehabilitation Tax Credit, because some properties are federally owned, or because the size of a few lots of land combined may be larger than the rest is a terrible precedent and one counter to the purpose and spirit of the NHPA and other preservation incentives set forth in federal law.

To potentially make matters even worse, while the proposal on the one hand seeks to make the owner objection process more complicated, an additional question was raised on the other hand as to whether requiring notarized statements provided an unnecessary barrier. To this, we have to say that we know of no legal mechanism simpler than requiring a property owner to register their objection via a notarized letter. The notary is the least burdensome method for certifying identity that we know of. It is readily accessible and, in many places, low-cost or even free. We really do not see how one could consider complex land-area calculations as reasonable, while questioning whether a notarized letter is too burdensome.

Lack of Consultation

In the notice of the proposed rule, it is duly noted that the Secretary is required, per the NHPA (in 54 USC § 302103), to consult with “national historical and archaeological associations,” on the promulgation of regulations for nominations, appeals, determinations of eligibility, and several other functions. Unfortunately, the requisite consultation did not occur in the development of these rules. Rather, the NPS opted to publish the proposal in the Federal Register with a promise to “consult” after publication. Since publication, the only “consultation,” has been in the form of soliciting questions, many of which go unanswered, and listening to comments. All substantive engagement is met with an instruction by NPS representatives, who admit they do not possess technical expertise in the subject, to submit written comments. This simply does not meet an acceptable definition of “consultation.”

It should also be noted that the NPS has determined, in its own analysis, that these proposed changes would have no impact upon tribes and thus make tribal consultation unnecessary. Unfortunately, this analysis purposely ignores the fact that a huge number of historic resources of importance to tribes are ultimately found on federally-controlled property. Therefore, any changes to the nomination process by federal agencies or on federal property deserves consultation with tribes.

Conclusion

While we support the need to alter the rules to comply with the Amendment to the NHPA passed in 2016, we believe that as written, the proposed rules are based upon a fundamental misinterpretation of the text, and stretch well and unlawfully beyond its scope. The proposals are poorly conceived and would cause damaging effects on the national historic preservation program for which there is no justification. Indeed, if there are problems that the NPS is eager to solve, it would be a worthwhile endeavor to identify them, and to work collaboratively on solutions with a broad range of stakeholders.

NCSHPO, as always, stands ready to participate in meaningful consultation. As such, we respectfully ask that you narrow the scope of this rulemaking to comply with the language and meaning of the Amendment, and engage in consultation, as is required under the NHPA. Proposing alterations to the process for identifying and protecting the historic places that tell the stories of the American people, in our view, deserves nothing less.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik M. Hein', with a stylized flourish at the end.

Erik M. Hein
Executive Director

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

Name of Resource	City	County	Date Reviewed by the Board of Museums and History	Current Status	SHPO Comments or Action
Sandstone Ranch (Boundary Increase)	Blue Diamond	Clark	11/30/2017	Listed, 4/25/2019	
Lund Grade School	Lund	White Pine	9/27/2018	Listed, 12/7/2018	
Fire Stations in Nevada MPDF	State-wide	State-wide	11/30/2017	Approved for use, 2/5/2018	
Pioche Fire House	Pioche	Lincoln	11/30/2017	Listed, 2/5/2018	
Ely City Hall and Fire Station	Ely	White Pine	11/30/2017	Listed 2/5/2018	
Church of Jesus Christ of Latter Day Saints Administration & Cultural Center (Reed Whipple Center)	Las Vegas	Clark	11/30/2017	Returned by Keeper	Comments received from NPS; forwarded to CLG (Las Vegas) for decision on future action
Agriculture on the Carson River in Nevada's Douglas and Ormsby Counties	Multiple	Carson; Douglas	6/15/2017	Approved for use, 3/12/2018	
Lampe, Wilhelm & William, Ranch	Gardnerville	Douglas	6/15/2017	Listed, 4/12/2018	
Newlands Heights Historic District	Reno	Washoe	9/14/2016	Listed, 12/27/2016	
Douglass-Frey Ranch	near Fallon	Churchill	9/11/2015	Listed, 11/17/2015	
Las Vegas Grammar School - Amendment	Las Vegas	Clark	6/19/2015	Approved by Keeper, 10/2/2015	
Nevada State Prison	Carson City	Carson City	4/8/2015	Listed 10/2/2015	

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

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Nevada Northern Railway - McGill Depot	McGill	White Pine	12/12/2014	Listed 2/17/2015	
Harrison's Guest House	Las Vegas	Clark	12/12/2014	Listed 5/3/2016	
Hampton-Sullivan House	Virginia City	Storey	3/7/2014	Returned by Keeper; already listed in NRHP under selected Area of Significance	No SHPO action pending
<i>de-ek wadapush</i> (Cave Rock)	Lincoln Park	Douglas	4/11/2013	Listed 1/31/2017	
El Cortez Hotel & Casino	Las Vegas	Clark	12/7/2012	Listed 2/13/2013	
Reno Southern Pacific Railroad Depot	Reno	Washoe	9/14/2012	Listed 11/12/2012	
Washoe County Library	Reno	Washoe	9/14/2012	Listed 2/13/2013	
Morelli House	Las Vegas	Clark	12/2/2011	Listed 6/3/2012	
Westside Historic District	Carson City	Carson City	9/9/2011	Listed 11/2/2011	
Galena Creek Schoolhouse	Reno	Washoe	3/11/2011	Listed 5/4/2011	
Piper, Henry, House	Virginia City	Storey	3/11/2011	Listed 5/4/2011	
"Welcome to Fabulous Las Vegas" Sign	Las Vegas	Clark	3/13/2009	Listed 5/1/2009	
Las Vegas Post Office and CH - NHL (courtesy review)	Las Vegas	Clark	3/13/2009	Returned by NHL program; National significance not adequately demonstrated	No SHPO action pending

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

Name of Resource	City	County	Date Reviewed by the Board of Museums and History	Current Status	SHPO Comments or Action
Berkley Square Historic District	Las Vegas	Clark	12/5/2008	Listed 10/23/2009	
Lorenzi Park	Las Vegas	Clark	12/5/2008	Returned by Keeper – Period of Significance and issues with context	No SHPO action pending
Las Vegas Main Street Historic District	Las Vegas	Clark	12/5/2008 and 12-14-2006	Significant owner objection in nominated area; the Board of Museums and History voted to adjust boundaries and reconsider district; application not resubmitted by the City.	No SHPO action pending. <i>Note on NRHP boundaries: boundaries should be based on historical extent of nominated area and integrity, not on owner objection. District nominations that exclude contributing elements due to owner objection may be rejected by the Keeper.</i>
Walking Box Ranch	Searchlight	Clark	9/5/2008	Listed 1/30/2009	
Cottage Schools, The	Fallon	Churchill	3/19/2008	Listed 6/10/2008	
Veterans of Foreign Wars Building	Reno	Washoe	3/19/2008	Listed 6/10/2008	
Smith Hotel--Cornelius Hotel	Caliente	Lincoln	3/19/2008	Listed 6/10/2008	
Schools in Nevada MPDF	Statewide	Statewide	12/3/2007	Approved by Keeper, 2/19/2008	
Gardnerville Elementary School	Gardnerville	Douglas	12/3/2007	Listed 2/19/2008	
Minden Elementary School	Minden	Douglas	12/3/2007	Listed 2/19/2008	
Bank of Sparks	Sparks	Washoe	6/14/2007	Listed 9/28/2007	

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

Name of Resource	City	County	Date Reviewed by the Board of Museums and History	Current Status	SHPO Comments or Action
Robison House	Sparks	Washoe	6/7/2006	Listed 9/29/2006	
Woodlawn Cemetery	Las Vegas	Clark	6/7/2006	Listed 11/21/2006	
Fleischmann Atmospherium Planeterium - Amendment	Reno	Washoe	3/1/2006	Approved by Keeper, 4/21/2006	Amendment argued for national significance for the Planeterium, listed in the NRHP in 1994
Federal Building and Post Office	Fallon	Churchill	12/7/2005	Listed 3/8/2006	
Manhattan School	Manhattan	Nye	12/7/2005	Listed 3/8/2006	
Kind, J. Clarence, House	Reno	Washoe	6/1/2005	Listed 10/5/2005	
US Post Office, Ely, Nevada	Ely	White Pine	6/1/2005	Listed 10/5/2005	
McKeen Motor Car #70	Carson City	Carson City	6/1/2005	Listed 9/6/2005	
Foreman-Roberts House - Amendment	Carson City	Carson City	4/5/2005	Approved by Keeper, 5/27/2005	Amended to correct construction date to 1863-1864, changed name to Foreman-Roberts house, and period of significance to 1863-1874, along with corrections to errors in 1978 NRHP nomination.
Fernley and Lassen Railway Depot	Fernley	Lyon	4/5/2005	Listed 6/1/2005	
Las Vegas Post Office and CH - Amendment	Las Vegas	Clark	4/5/2005	Approved by Keeper, 5/27/2005	Amended 1983 NRHP listing to include role in the 1950 Kefauver Hearings
Miller-Rowe/Holgate House	Reno	Washoe	4/5/2005	Listed 5/26/2005	

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

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Winnemucca Hotel	Winnemucca	Humboldt	4/5/2005	Listed 5/26/2005	
St. Thomas Memorial Cemetery	Overton	Clark	12/1/2004	Listed 1/20/2005	
Pioneer Theater-- Auditorium	Reno	Washoe	12/1/2004	Listed 1/19/2005	
Virginia and Truckee Railway Locomotive #27	Carson City	Carson City	9/8/2004	Listed 10/27/2004	
Fallon City Hall	Fallon	Churchill	9/8/2004	Listed 10/27/2004	
Burke--Berryman House	Reno	Washoe	6/8/2004	Listed 9/15/2004	
Reese--Johnson--Virgin House	Genoa	Douglas	6/8/2004	Listed 7/21/2004	
Midas Schoolhouse	Midas	Elko	6/8/2004	Listed 7/21/2004	
Central Pacific Railroad Depot	Lovelock	Pershing	3/3/2004	Listed 4/15/2004	
Wadsworth Union Church	Wadsworth	Washoe	3/3/2004	Listed 4/15/2004	
TAHOE (Shipwreck)	Glenbrook	Douglas	12/12/2003	Listed 2/11/2004	
Garvey, Luella, House	Reno	Washoe	12/12/2003	Listed 1/28/2004	
Clark Avenue Railroad Underpass	Las Vegas	Clark	12/12/2003	Listed 1/28/2004	
Alpha Tau Omega Fraternity House	Reno	Washoe	12/12/2003	Listed 1/28/2004	
Martin Hotel	Winnemucca	Humboldt	9/9/2003	Listed 10/24/2003	
Nevada Central Turntable	Austin	Lander	6/25/2003	Listed 8/14/2003	
St. Augustine's Catholic Church	Austin	Lander	6/25/2003	Listed 8/14/2003	
Stokes Castle	Austin	Lander	6/25/2003	Listed 8/14/2003	
Austin Masonic and Odd Fellows Hall	Austin	Lander	6/25/2003	Listed 8/14/2003	

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

Name of Resource	City	County	Date Reviewed by the Board of Museums and History	Current Status	SHPO Comments or Action
St. George's Episcopal Church	Austin	Lander	6/25/2003	Listed 8/14/2003	
Austin City Hall	Austin	Lander	6/25/2003	Listed 8/14/2003	
Austin Cemetery	Austin	Lander	6/25/2003	Listed 8/14/2003	
Gridley Store	Austin	Lander	6/25/2003	Listed 8/14/2003	
Austin Methodist Church	Austin	Lander	6/25/2003	Listed 8/14/2003	
Lander County Courthouse	Austin	Lander	6/25/2003	Listed 8/14/2003	
Upson, Pearl, House	Reno	Washoe	6/25/2003	Listed 8/14/2003	
Patrick Ranch House	Reno	Washoe	3/12/2003	Listed 5/16/2003	
Field Matron's Cottage	Reno	Washoe	3/12/2003	Listed 5/16/2003	
Gardnerville Branch Jail	Gardnerville	Douglas	3/12/2003	Listed 5/16/2003	
Fernley Community Church	Fernley	Lyon	3/12/2003	Listed 5/16/2003	
Holy Trinity Episcopal Church	Fallon	Churchill	3/12/2003	Listed 5/16/2003	
John S. Park Historic District	Las Vegas	Clark	3/12/2003	Listed 5/16/2003	
Nichols, Mary Lee, School	Sparks	Washoe	9/13/2002	Listed 10/31/2002	
Greystone Castle	Reno	Washoe	6/11/2002	Listed 8/22/2002	
Barnard, W.E., House	Reno	Washoe	6/11/2002	Listed 8/22/2002	
1938 Lincoln County Courthouse	Pioche	Lincoln	3/12/2002, returned w/ comment; 6/11/2002 approved	Listed 7/25/2002	
LDS Moapa Stake Office Building	Overton	Clark	6/11/2002	Listed 7/25/2002	
Hawthorne USO Building	Hawthorne	Mineral	3/12/2002	Listed 2/18/2005	

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

Name of Resource	City	County	Date Reviewed by the Board of Museums and History	Current Status	SHPO Comments or Action
Hazen Store	Hazen	Churchill	12/11/2001	Listed 1/28/2002	
Churchill County Jail	Fallon	Churchill	12/11/2001	Listed 4/9/2002	
Douglass, Robert L., House	Fallon	Churchill	6/12/2001	Listed 8/13/2001	
Royal Rooming House	Reno	Washoe	6/12/2001	Not filed w/ Keeper due to owner objection	No SHPO action pending
Bethel AME Church	Reno	Washoe	3/21/2001	Listed 6/12/2001	
Gale, Lena N., Cabin	Zephyr Cove	Douglas	3/21/2001	Listed 6/12/2001	
Jobs Peak Ranch	Genoa	Douglas	9/18/2001	Listed 1/11/2001	
Boulder Dam - Los Angeles 287.5 kV Transmission Line	Boulder City (vicinity)	Clark	12/12/2000	Federal nomination by CA BLM submitted to Keeper without NV comment; BMH comments forwarded to Keeper; nomination still pending	No SHPO action pending
Whittell Estate	Incline Village	Washoe	6/5/2000	Listed 10/27/2000	
Lander County High School	Austin	Lander	6/5/2000	Listed 7/20/2000	
Withers Log House	Crystal Bay	Washoe	3/25/2000	Listed 4/6/2000	
Twaddle--Pedroli Ranch	Washoe Valley	Washoe	3/25/2000	Listed 4/6/2000	
Nystrom Guest House	Reno	Washoe	3/25/2000	Listed 4/6/2000	
Farmers' Bank of Carson Valley	Minden	Douglas	3/25/2000	Listed 4/6/2000	

Status of all National Register Nominations Reviewed by the Board of Museums and History since 2005

Name of Resource	City	County	Date Reviewed by the Board of Museums and History	Current Status	SHPO Comments or Action
Peavine Ranch	Reno	Washoe	3/25/2000	Listed 4/6/2000	



A Proclamation by the Governor

WHEREAS, in 1868, a trip from the East Coast to California via horse, wagon or on foot was a perilous journey of six or more months at a cost of more than \$1,000; and

WHEREAS, on July 1, 1862, President Abraham Lincoln signed the Pacific Railroad Act, a law to support the construction of an all-railroad line from the Missouri River to the Pacific Ocean; and

WHEREAS, two railroad companies were formed to construct the line, the Central Pacific Railroad, chartered in 1861, which began construction in Sacramento, California and built eastward, and the Union Pacific Railroad, chartered in 1862, which commenced construction in Council Bluffs, Iowa and built westward; and

WHEREAS, the Central Pacific Railroad first entered the new State of Nevada and reached Lake's Crossing, now Reno, on June 18, 1868, and further reached Elko on December 24, 1868, laying more than 400 miles of track across the Silver State; and

WHEREAS, the furious construction would be completed in May 1869 in Utah Territory with a completion ceremony 150 years ago today on May 10, 1869, at Promontory Summit, thus forever changing the face of the nation and reducing transcontinental travel to 7 - 10 days at a fraction of the cost; and

WHEREAS, a gold railroad spike from California and a silver spike from Nevada would be ceremonially driven that day by a railroad passenger car first built in 1868, known commonly as 'The Commissioner's Car'; and

WHEREAS, the same car was sold to the Virginia & Truckee Railroad in Nevada in 1875, eventually becoming a simple passenger coach, later making its way to 20th Century-Fox Studios in 1938 where it was featured in numerous films; and

WHEREAS, the car was purchased by the Nevada State Railroad Museum and returned to Nevada in 1988 and is now the oldest piece of rolling stock in the State Railroad Museum collection, and this car is the last remaining piece of railroad equipment to have witnessed the ceremony of the completion of the Transcontinental Railroad; and

WHEREAS, the curators and railroad restoration specialists of the State of Nevada have preserved the car in a state of arrested decay to show its various uses over a century-and-a-half and is now the centerpiece of a new exhibit on the Transcontinental Railroad;

NOW, THEREFORE, I, STEVE SISOLAK, GOVERNOR OF THE STATE OF NEVADA, do hereby proclaim May 10, 2019, as a day in celebration and recognition for

NEVADA'S ROLE IN THE COMPLETION OF THE TRANSCONTINENTAL RAILROAD AND THE EFFORTS TO PRESERVE ITS HISTORY IN THE SILVER STATE



In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 3rd day of May

By the Governor: [Signature] Governor
By the Secretary of State: [Signature] Secretary of State

By the Deputy Secretary of State: [Signature] Deputy

Agenda Item 8c

Report from Division Administrator to the Board of Museums & History

June 17, 2019

Good afternoon, I am pleased to offer this report, anticipated as my final one to the Board of Museums and History. After 15 years in service to this Division and over 40 years in the field of creating and managing public experiences based on history, I will be retiring before you next convene in September. Over the span of my tenure I have greatly enjoyed working with you through nearly 75 quarterly and special meetings. Together we have witnessed good times and bad, advancing many causes and also living through the most severe economic downturn and retraction of Nevada State museums ever. All told, nearly 47% of our system budget and capacity was cut between 2007 and 2010. Now, nearly a decade later we are still struggling to recover from the deep losses. Yet there is reason for optimism in the future as we continue efforts to expand our presence and insure our relevance.

The recently ended 80th General Session of the Nevada Legislature will comprise the bulk on my report. This session, my 8th, was distinctly different from past sessions, with a number of disappointments largely overshadowing the victories. Foremost, there was more legislation that directly or indirectly impacted museums in this session than ever before. All told we tracked nearly 30 pieces of legislation outside the budget and appropriation Bills. For weeks I was in the Legislative building for hearings or meetings daily.

Let me begin with a report on the State budget for museums for the 2019-2021 biennium. Our instructions when building the budget was that it was to be capped at 2x the 2019 state budget. We submitted for consideration a proposal that respected the cap along with several enhancement requests. The enhancement requests focused primarily on restoring staff positions lost in 2009 during the height of the recession. Positions approved include a maintenance repair specialist for the Nevada State Railroad Museum in Boulder City, a maintenance repair worker for the East Ely RR Depot museum (both full-time), and two part-time museum attendants for the Nevada State Railroad Museum in Carson City. The latter positions enable the museum to open a sixth day weekly. The Division Administrative Services Officer position was authorized an upgrade due to the increased complexity of the Division's programs. Added funds for travel and computer equipment were also approved. Finally, additional maintenance funds were made available for the railroad museum in Carson City and Boulder City, critically needed as demand for services continue to increase.

The popular pilot program to reimburse schools for the cost of transporting student to Nevada State museums was not included in the recommended budget and the program was scheduled to end on June 30, 2019 as a result. In the final subcommittee budget closing, Assemblywoman Heidi Swank moved to reinstate the program, funding it at \$250,000 for the biennium. The program will continue, modified to fund only public schools (no private or charter schools). This was called out in Section 45 of the General Fund Appropriations Act, AB 543¹.

¹ <https://www.leg.state.nv.us/App/NELE/REL/80th2019/Bill/7080/Overview>

The Budget Bills, AB 543 for General Fund appropriations or roughly 45% of museum “state” budgets and SB 553² covering the non-General Fund Tourism transfers of about 55% both passed.

The State Capital Improvement Program or CIP as it is known, funds three projects for museums in the upcoming biennium (nearly 40 project requests were submitted). An amount of \$1.2 million is appropriated to add 2,600 square-feet of space onto the existing Indian Hills Curatorial Center, for housing cultural resource collections. Critical plumbing, sewer and ADA projects at the Lost City Museum are funded as is the replacement of the building-wide lighting control systems for the Nevada State Museum, Las Vegas. The Nevada Indian Commission will receive funding to convert the former bakery, Building # 19, into a collections storage facility on the Stewart cultural center campus. Unfortunately the design and phase 1 construction for the Nevada State Railroad Museum in Boulder City did not make the approved CIP program for 2019-2021.

With your indulgence, I will walk you through a number of Bills we were tracking.

AB 44³: Enacts provisions relating to the administration of the Stewart Indian School land and facilities. Essentially this Bill codified into statute the Stewart Indian School Cultural Center, the role of the museum director, enables the sale of merchandise with proceeds retained in a gift fund and other related provisions. The Nevada Indian Commission attached a fiscal note to the Bill to provide operational funding and staff for the soon-to-open Cultural Center. The fiscal note turned out to be controversial; key funding for operations was moved into the NIC budget through approval of a “major budget closing item” though no staff to help operate the Cultural Center were approved; NIC being directed to develop a program where volunteers would help run the cultural center.



AB 84⁴: This is the Conservation Bond Reauthorization Act, known internally as “son of Q1.” Our Division began working on this legislation at the close of the 2017 session. Led by the Southern Nevada Water Authority (SNWA) in collaboration with the Department of Conservation and Natural Resources (DCNR), thousands of hours of effort were invested in speaking with stakeholders, government and legislative officials during the interim. Section 5 of this legislation authorizes the Division of Museums and History to expend \$30 million of bond proceeds. Most of the funds, \$25 million or more, are intended to fund

Phase 1 and Phase 2 expansion of the Nevada State Railroad Museum in Boulder City. Additional funds might go toward maintenance work in the East Ely freight depot and any other State museum. This was also envisioned as a way to protect against any unforeseen needs if the NHS-UNR Nelson land exchange moved forward.

This Bill had an initial hearing in the Assembly in late May, passed out of the Assembly and stalled. After many tense days and long hours in the Legislative Building, the Bill was finally heard in

² <https://www.leg.state.nv.us/App/NEILS/REL/80th2019/Bill/7077/Overview>

³ <https://www.leg.state.nv.us/App/NEILS/REL/80th2019/Bill/5944/Overview>

⁴ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6040/Overview>

Senate Finance on Day 119, Sunday, June 2nd at 6pm. It moved that evening through work session and was approved by a final vote of 20 to 1 in the Senate on the last day of session.

AB 84, while a victory, is somewhat pyrrhic in that bonds can only be sold up to the Constitutional debt affordability limit. That limit, about \$200 million for the 2019-2021 biennium is already spoken for, mostly to support the statewide CIP program noted earlier. Over the course of the session I met multiple times with the State Treasurer and debt affordability specialist and it is highly unlikely that any bond sales will be able to proceed in the next two years. This effectively shuts down progress on the Boulder City design and construction effort.

AB 96⁵: Creates a statewide Historic Sites Passport program as a pilot program under SHPO. Museums that fit the criteria may become part of this pilot program which was approved in the closing days of the session.

AB 214⁶: Sought \$250,000 in General Funds to conduct a feasibility study of potential future uses of the closed Nevada State Prison, focusing first on a possible public museum as an anchor. The Division, dating back to 2012, advocated for a comprehensive study and business plan for this important historic resource. The Bill got a hearing in Committee and a “amend and do pass” recommendation. At the full Assembly hearing it was referred to the Ways & Means Committee where the Bill died as no hearing was called.

AB 229 and AB 230: Made changes to historic preservation impacting primarily the SHPO.

AB 257⁷: A Bill seeking to establish the Nevada State Holocaust Museum in the Division of Museums and History. Going into the Session we had no idea such a concept was stirring. The museum was proposed to be 100% privately funded. The Division took a neutral position on the Bill but I met repeatedly with the Bill sponsor and chief lobbyist and ultimately convinced them that we should follow the same prescriptive process of first engaging a thorough evaluation of the concept – that being, a full feasibility and market study and business plan before establishing the museum in NRS 381. Initial stakeholder meetings were held in Las Vegas (NSMLV) and Reno (NHS) during April. The Bill was amended then to just seek endorsement of a privately funded resource evaluation. The Bill passed out of committee but died when denied an Assembly committee referral.

AB 264⁸: Parallels in some ways SB 244 of the 79th session requiring all state agencies to engage in consultation with Nevada Native American Tribes. The Bill went through several amendments and was ultimately passed.

SB 64⁹: Is a Bill introduced by the City of Boulder City and sought \$15 million in State General Fund for final design and Phase 1 construction of the expanded Nevada State Railroad Museum Boulder City. Boulder City officials spent many days in Carson City pitching this Bill and the project. They are to be recognized and applauded for their sincere effort. With the Bill going nowhere, I suggested late in the session the Bill be amended to seek only \$2 million to complete architectural and engineering design for phase 1 and 2 of the project. More lobbying efforts on

⁵ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6083/Overview>

⁶ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6362/Overview>

⁷ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6462/Overview>

⁸ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6479/Overview>

⁹ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/5995/Overview>

the part of the City of Boulder City but the Chair of Senate Finance indicated on May 27th that the Bill was not going to be heard. The Bill died.

SB 181¹⁰: This is perhaps the most disappointing result of the session for me personally. The Bill would have reinstated sales of the popular NV 150 license plate.



This plate went on sale in July 2013 and by law was withdrawn from sale on October 31, 2016. It remains one of the top five most popular special license plates in NV history. Residual proceeds from registration renewals are split (\$10 each) between State Parks and Museums and we are experiencing attrition of about 10-15% per year. To date the Division has received about \$340,000 from registration funds. I testified as

to how important these funds were and how the program gave the public a modest means to show support for Nevada's cultural and heritage resources. The Bill had no fiscal impact on the State. DMV supported reinstatement of the plate. The Bill had support in Committee, passed the full Senate, passed the Assembly Growth & Infrastructure Committee and then in a classic "behind the bar" was effectively killed when a last minute amendment introduced by a non-jurisdictional committee chair (Ways & Means) entirely removed the authorization to reinstate sales of the plate before being heard in the full Assembly. No hearing, no public input, and no explanation given as to why. The Assembly passed the Bill without the authorization to reinstate sales of the plate and the Senate concurred with the amendment, all without a hearing or input. State Parks and Museums lose out and more importantly so does the public who wish to show Nevada pride through this plate and what it accomplishes.

SB 185¹¹: Revises provisions and requirements for background checks of volunteers serving Nevada schools. We observed and tracked this Bill carefully as our Department is moving toward implementing background check requirements for all staff and volunteers, based on our contact with increased numbers of school children who visit museums through the transportation cost reimbursement program.

SB 193¹²: Provides stable General Fund support for the "We the People" program and educational programs relating to history, law and civics. The Bill had broad support and passed but did not included a specific appropriation to the Nevada History Day program which continues to languish for lack of funding.

SB 501¹³: This legislation started out as a request by the Atomic Testing Museum of Las Vegas for \$1 million to assist in planning a move of the museum from its present location in a DRI facility on East Flamingo to a downtown location in or near the expanding cultural corridor. The funds would be matched on a 1:1 basis with private funding. The Bill was passed out of committee and later revised on Day 120 to incorporate additional one-shot appropriations thus making this an omnibus Bill. Added by amendment were the following:

1. Section 2 of the Bill provides \$1 million to the Reno Rodeo Association for planning for improvements to the Reno-Sparks Livestock Events Center.

¹⁰ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6309/Overview>

¹¹ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6313/Overview>

¹² <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6335/Overview>

¹³ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6967/Overview>

2. Section 3 of the Bill provides \$500,000 for the International Gaming Institute at UNLV to increase diversity of leaders in the gaming industry.
3. Section 4 of the Bill provides pass-through grant of \$3 million to the Nevada State Museum, Las Vegas for the Las Vegas Springs Preserve. \$1 million for immediate renovation work and \$2 million for planning future facilities.
4. Section 5 of the Bill provides \$709,150 for production of PBS Outdoor Nevada programs.

This Bill was moved through both Senate and Assembly on Day 120. (I will comment more on this in further remarks.)

SB 533¹⁴: Provides for a \$5 million General Fund appropriation, matched 1:1 to the Nevada Museum of Art for additional planning and design to expand the northern Nevada campus and establish the southern Nevada art museum. This Bill was introduced in the last weeks of session and passed on Day 120.

NHS Relocation – UNR Land Swap: I include this item under the Legislative report in an effort to provide a seamless record of progress on this project. You may recall that during the December 2018 meeting of the Interim Finance Committee, the Chair deferred a vote on this proposal indicating the matter would be dealt with during the 80th General Legislative Session. In early February, during the first week of the Session, I met with Ways & Means Chair Carlton to discuss how this would proceed. Absent a Bill Draft there appeared no vehicle within which to discuss it.

Concurrently LCB Legal Division looked at the proposal and ruled the matter would have to go back to IFC as the appropriate action venue. The Division then requested the matter be placed on the April IFC agenda. It was not. The Division then sent a second formal request to the Governor's Finance Office (GFO) to have the matter heard on the June 25, IFC. That triggered another meeting with GFO and multiple new requests for additional documentation (documenting the documents to document why this is requested). Those were provided. GFO then asked what the implications would be if this was further deferred to the August 2019 IFC, suggesting the Governor's Office sought the delay but without further explanations as to why.

GFO also mentioned that the matter would likely return to the Board of Examiners for action. The matter was previously heard by the BOE in December 2018 at which time it received unanimous and enthusiastic support. (In my experience it is unprecedented to have an item which has not substantially changed in scope or cost return for second BOE approval.)

In conversations with UNR they indicated they were pushing for answers as to why this matter is being further delayed. The matter remains in limbo for reasons I am uncertain of.

Additionally we tracked a dozen or more Bills not called out here. These were primarily policy matters, changes to state administrative practices, and such.

As noted earlier, this session saw more activity related to museums than in my previous experience. Which brings me to note that the lack of solid, consistent advocacy for State museums is pushing us down in the consciousness of Legislators. I did what was possible from my position, but as State administrators we first must respect the Governor's priorities and budget recommendations and stay neutral on virtually everything else. Several times this session I felt it

¹⁴ <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/7033/Overview>

imperative to step over the line a bit and had I not done so, well the outcome would have been much different I predict.

We came close to losing the very popular and I would argue *necessary* school bus transportation funding program. Launched just 18 months ago we are approaching 25,000 students who we have served via an on-site visit to a State museum as a result of the program; many of those students would not have had that opportunity were it not for this program and furthermore, many might never have the chance to visit a state museum without this funding. If we are sincere in our belief that museums are front-line adjunct to the classroom, we need a voice endorsing and advocating for us.

Also, we had another close call in the form of a hostile take-over bid and the potential loss of one of our existing museums this session. The entity seeking our assets hired a lobbyist who was actually quite effective while our voice was largely silent. Only through the successful effort of a last minute mass public support campaign did we survive the attack. My sincere recommendation to this body is to find a way to actively engage in advocacy for the State museum system – just look at SB 501 to see how others are far ahead of us in achieving success through advocacy.

Without a voice and someone guarding our interests and pushing the need for critical one-shot appropriations, we are experiencing losses in terms of positioning. The revisions to SB 501 which added other museum and related projects were not revealed to me until Sunday morning, June 2nd, while sitting in Room 2134 for hours waiting to learn if AB 84 would get a hearing in the Senate Finance Committee. It strikes me as brilliant that the SNWA added \$3 million for projects at the Las Vegas Springs Preserve (LVSP), through a pass-through grant via the Nevada State Museum in Las Vegas. (As of this writing I do not understand why that was chosen as the vehicle when other projects, like the Reno Rodeo and Atomic Testing are direct appropriations.)

But aside from that we are in a sense competing with LVSP for the same bond funds in AB 84 as they are. We both have \$30 million authorizations in AB 84. With the State having limited capacity to take on bond debt, the \$217.5 million authorized in AB 84 is likely to result in relatively small amounts from or during any single bond sale, year, or biennium. To be effective in expanding the Boulder City RR Museum we need about \$2 million for design before then seeking at least \$15 million to accomplish phase 1 construction – anything less than that will be very hard to contract for. \$500,000 from a bond sale frankly won't do the project much, if any, good. While we had strategized three possible routes for the BC project or at least funds to complete design –all failed during the Session for reasons described earlier.

Now, LVSP can advance their ability to access AB 84 bonds by completing their design work in the coming two years, positioning them in front of the line for funding in the first bond sale. Brilliant strategy for them, not so positive however for achieving our effort to meet the public demand for services through a new series of recreational and educational offerings at the Nevada State Railroad Museum in Boulder City. One last time I will say it – to advance the many needs of the Division -- solid, consistent, dedicated advocacy should be a high priority for this Board.

The Agenda

Some thoughts if you will on other matters you will be deliberating on during this meeting.

Under my report you will find the most recent fiscal year museum attendance statistics as well as the recent volunteer statistics. In SFY 2018 demand for our services increased 17% while revenue from core activities (admission and train ride) rose 12%. Overall we see positive trends except perhaps for the Nevada State Railroad Museum in Carson City where the opening of I-580 has brought a coincident loss of attendance. The City of Carson City plans to extend the Carson Street modifications to below the railroad museum, with construction I believe scheduled in 2020. Hopefully that will reverse the trend.

Volunteer service hours increased significantly in 2018 though number of volunteers is showing weakness in select locations, bearing close watch.

I would be remiss to not congratulate Dan Thielen and the team at the Nevada State Railroad Museum in Carson City for a spectacular new exhibit on how the completion of the Transcontinental Railroad in May 1869 transformed the face of the Nation. Opened in early May, the exhibit demonstrates the skill and scholarship of the RR team yet again. We were honored to have Lt. Governor Kate Marshall at the exhibit opening.

Agency reports speak for themselves, contracts appear reasonable.

I expect you will take considerable time deliberating the proposed swap of steam locomotives from the Nevada State Railroad Museum and the Old Tucson Corporation (OTC) (Item 8e4). The latter has an original Virginia & Truckee Railroad locomotive, *Reno*, which was severely damaged in a fire quite a number of years ago. It is proposed this locomotive be exchanged for NSRM No. 8, a non-Nevada locomotive not in operating condition. The proposal comes out of serious and prolonged negotiations spearheaded by member Markoff with great support from NSRM Director Thielen and NSRM Chief Mechanical Officer Chris DeWitt. I would urge careful consideration, in principle this is supportable though I see several conditions attached to the proposal and any conditions should be avoided or weighed carefully for their potential impacts and benefits. Let the past be your guide where conditions placed on the McKeen car brought about a litigation when the State couldn't meet the conditions of the donation, and we barely avoided an incident regarding the Gibson family donation of the Richardson models just 3-4 years ago due to conditions the museum accepted. A 100% clean swap, akin to "I have this marble that I'll trade you for that marble" and then walk away would be best.

There are several committee reports; notable among them are the SFY 2020 Museum Dedicated Trust Fund budgets. Vetted by the Finance Committee, they are solid and I recommend their acceptance.

The membership committee report and an extensive update on the East Ely situation, Nevada State Prison, and Nevada Historical Society relocation all speak for themselves.

Admission and train ride fees for the upcoming year were reviewed quite thoroughly with reasonable changes proposed. I endorse the requested changes.

I encourage the Board to actively engage with Lost City Director Mary Beth Timm when you tour. She has an evolving plan to make considerable infrastructure improvements to the collection storage areas that I expect she will request funding for later this year.

The Closing

I have stared at this page for a long time, uncertain what to say in closing. It has truly been an honor for me to work in public service to museums and the people of Nevada. This is a unique State, expansive in size, yet small enough in population where relationships built and fostered on trust matter so much. Nevada is a state where it isn't uncommon to run into the Governor or a member of Congress in Home Depot or in the drug store. I will cherish many memories along those lines, where a quick visit to Costco turned into a one-hour conversation with Senator Dean Heller, standing midst the televisions talking about what matters.

A memory that I will never forget was when after being on the job only a week the then Department Director Scott Sisco invited Nancy and I to the *Tin Cup Tea* held that weekend at the Governor's Mansion. Those of you who remember that event will recall as I do that it was the BEST party of the year in Northern Nevada, and our Carson City State museum was the beneficiary. We arrived to be greeted by period-attired cowboys and ladies, western music, and a huge crowd. Mr. Sisco took my wife and I to meet Governor Kenny Guinn, saying to the Governor we'd just arrived in Nevada. With his right hand the Governor heartily shook mine while simultaneously shoving a beer into my left hand, saying, "Welcome to Nevada." Indeed!

More than anything, I am humbled and grateful to have worked with the most incredibly talented and dedicated team of museum professionals on the planet. I will never be able to adequately express my deep appreciation for just how dedicated and loyal they are. During the worst of economic times, when our museums hung on by the thread, they stuck with us, the only State workers to endure a 20% pay cut! When only supposed to be working four days a week many came in quietly that fifth day, unpaid, because the workload didn't lessen just because the economy went into the tank. They are the best, and we never acknowledge them enough. Never forget their sacrifices for the people of Nevada.

The same can be said for the 450 or so who volunteer, giving selflessly for no other reason than living the mantra of service above self. You know as do I that without them many of our most popular programs would vanish. Praise them, honor their work and always say "thank you."

Finally, to the people in my office, Debbie, Lauri and Carrie. Tireless and dedicated they have somehow managed to keep me on a straight path, out of serious trouble, and insuring that I was where I should be. I'm indebted to them for so much and for bringing a smile to work every day.

I will always appreciate the support of this Board, the issues we tackle are often complex and only with thoughtful deliberation and dialogue do we progress. I hope that my efforts, such as they were, leave this Division and our museums a little better place than when I started here in 2004.

May all of you, Board members, staff, and volunteers keep the passion for what you do burning brightly and may your lives be filled with all good things, always.

Peter D. Barton
Administrator, Division of Museums & History
Carson City
June 4, 2019

PIO Report

By Guy Clifton

The combination of historic anniversaries, new exhibits and popular events made this a great quarter for international, national and local publicity for our state museums. That descriptor is especially true for the Nevada State Railroad Museum in Carson City, with its new exhibit, "The Transcontinental Railroad: What a Difference it Made," celebrating the 150th anniversary of the completion of the Transcontinental Railroad. The museum's no-longer-a-well-kept-secret Coach 17 was the subject of a story in Smithsonian Magazine. The museum also made Smithsonian's list of places to visit in recognition of the 150th anniversary of the Transcontinental Railroad.

The upcoming 150th anniversary of the U.S. Branch Mint in Carson City – and the events leading up to it – brought the Nevada State Museum a lot of ink time and air time in local media. The minting of a medallion in recognition of Abe Curry, the first mint director and a founder of Carson City, appeared in publications around the state and Myron went on TV to talk about it as well.

The 100th anniversary of the Reno Rodeo brought attention to the Nevada Historical Society and its latest exhibit – Reno Rodeo: 100 Years of the Wildest, Richest Rodeo in the West." (I curated the exhibit and did interviews with the USA Today Network, ProRodeo Sports News, KUNR and other local media.

Our directors and curators continue to be called upon to share their expertise, including NHS Director Catherine Magee, who was asked to open a time capsule discovered after the demolition of Reno's oldest commercial building. NSM Las Vegas Director Dennis McBride was a primary source on the 100th birthday of the famous entertainer Liberace. NSM Director Myron Freedman and NSRRM Carson City Education Curator Adam Michalski both had appearances on KOLO, Channel 8.

Finally, the National Endowment for the Arts' Blue Star Museums program kicked off and our museums were well-represented.

Attached please find some screen shots of stories that involved Nevada museums in the past three months.

The Last Remaining Rail Car That ‘Witnessed’ the Transcontinental Railroad’s Momentous Day

‘Crocker’s Car’ brought the tycoon Leland Stanford to connect the East Coast to the West 150 years ago




FOX 11

NEWSWEATHERSPORTSFEATURESSTATIONWATCH

State museums offer free admission for active-duty military families

by News 4 & Fox 11 Digital Team | Thursday, May 23rd 2019





State Railroad Museum - pr/pj

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CARSON CITY, Nev. (News 4 & Fox 11) — Nevada's state museums are taking part in the national Blue Star Museums program, providing free admission to active-duty military





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@NevadaNationalGuard

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Jane Couture

0:27


GOOD JOB!!

Like Reply 3d

Nevada National Guard

May 23 at 10:52 AM

Nevada's state museums are once again taking part in the national Blue Star Museums program, providing free admission to active military personnel and their families. The National Endowment for the Arts and Blue Star Families program, now in its 10th year, launched the 2019 program on Saturday, May 18 – Armed Forces Day – and it will stay in effect through the Labor Day Weekend. #BlueStarMuseums #BattleBorn #NevadaHistory



YOUTUBE.COM

Blue Star Museums

6

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1872 Time Capsule reveals details of Reno's past

by Miles Buerger | Tuesday, April 16th 2019



The chunk of cornerstone where a time capsule from 1872 used to sit for over 147 years underneath Reno. [\(AP Photo/Jeffrey M. Leventhal\)](#)

Reno's 1872 time capsule: Silver dollars, wood from Sutter's Mill, harmonica inside

Scott Seneer, Associated Press | Published 9:08 a.m. PT April 16, 2019 | Updated 9:08 p.m. PT April 16, 2019



From the Butte Tunnel to the Ogishan, here's a look at the projects with the biggest price tags
 Brett McGurny/US, Woodall

[f](#)
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Artifacts recovered from an 1872 time capsule stashed in the cornerstone of a demolished Masonic lodge in Reno include silver dollars minted in Carson City and San Francisco and a piece of wood from Sutter's Mill where the discovery of gold sparked the California Gold Rush.

Reno Mayor Hillary Schieve, leaders of the Freemasons and local experts unveiled materials Tuesday pulled from a lead box inside the cornerstone of what was until recently the oldest standing commercial building in the city founded four years after Nevada was granted statehood in 1864.

IT'S TIME TO RAISE THE LEGAL AGE TO PURCHASE TOBACCO AND VAPOR PRODUCTS...

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Chain controls lifted in Sierra, but stay alert
 May 26, 2019, 10:30 a.m.



Lawsuit against sheriff allowed to continue
 May 25, 2019, 1:00 p.m.

**f**

Published 5:04 a.m. PT May 15, 2019 | Updated 12:14 p.m. PT May 16, 2019

Reno is home to the "wildest, richest rodeo in the west," which turns 100 this year. (Photo: Nevada Historical Society)



NEVADA MUSEUMS AND HISTORY



SPRING FLING
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More than 5 at this office.

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BONUS CASH
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SHOP NOW

Carson City museums to mint medallion to memorialize Transcontinental Railroad car

Submitted by Jeff Munson on Mon, 05/13/2019 - 10:47am

Tweet

EVENT DATE:

May 18, 2019 - 10:00am



Visit Carson City

The 2nd Rock Crawlers & Brews Event is something to experience. Don't miss this even June 1st!



1 min 15 sec ago

716 North Carson Street - (800) 638-2321



DeBug Computer Inc.

The YouTube Gaming app is being shut down May 30. Users of the app are being urged to merge their gaming and YouTube subscriptions before the app.





REPORT TO THE
BOARD OF MUSEUMS AND HISTORY
JUNE 17 - 18, 2019

I. Private Funds Budget Summary

Private Funds Budget Summary B/A #5035

State Fiscal Year 2019

	<u>GL/Cat#</u>	<u>Total Budget</u>	<u>Year to Date Actuals</u>	<u>Percentage Year to Date</u>
Cash From Prev Fiscal Year Unrestricted	2511	176,008	176,008	100.00%
Cash From Prev Fiscal Year Restricted	2511	720,054	720,054	100.00%
Cash Bal Fwd New Fiscal Year Unrestricted	2512	0	0	0.00%
Cash Bal Fwd New Fiscal Year Restricted	2512	0	0	0.00%

Comparison of Revenues Budgeted/ Received:

Memberships*	4008	133,508	14,110	10.57%
Photograph Sales	4010	18,804	4,581	24.36%
Printing Sales	4011	13,619	678	4.98%
Merchandise Sales*	4025	40,070	6,786	16.93%
Gifts & Donations	4251	5,000	97	1.93%
Private Grants	4265	1,793,347	1,094,052	61.01%
Treasurer's Interest	4326	14,000	15,068	107.63%
Trans From Museums (Quarterly Fees)	4665	40,330	17,720	43.94%
Total Revenues Received:		\$2,058,678	\$1,153,092	56.01%

Comparison of Expenditures Budgeted/Expended:

Administration	35	33,650	9,640	28.65%
NHS Quarterly	37	14,243	0	0.00%
Museum Store*	41	13,044	5,890	45.15%
Collection Storage Project	45	0	0	0.00%
Board Appr Special Projects	48	213,347	0	0.00%
Photo	49	1,047	28	2.63%
Special Projects (Restricted)	55	1,793,347	46,345	2.58%
Total Expenditures:		\$2,068,678	\$61,902	2.99%

Available Unrestricted Cash

\$219,491.03

A large donation from the Tacchino Trust, anticipated in SFY 2018 was received in SFY 2019, on September 26, 2018. The final distribution was \$1,075,000. The above figures reflect the third quarter of fiscal year 2019 revenues and expenditures as of March 31, 2019.

* Further detail available in the below identified sections.

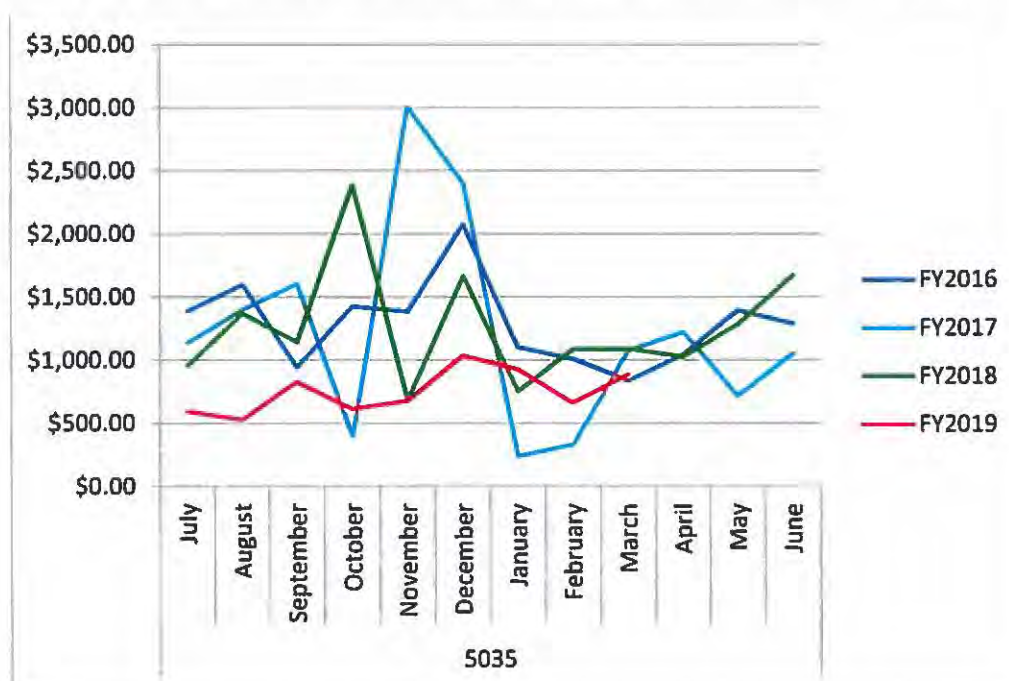
Nevada Historical Society
Report to the Board
June 16 - 17, 2019

II. Museum Store Sales

Store sales chart comparison against four previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 19	593	528	826	613	677	1,035	925	660	885	0	0	0	6,742
FY 18	956	1,368	1,143	2,382	682	1,661	752	1,085	1,087	1,026	1,283	1,671	15,096
FY 17	1,138	1,398	1,602	401	3,004	2,398	239	330	1,074	1,220	717	1,050	14,570
FY 16	1,388	1,596	944	1,425	1,383	2,074	1,099	1,007	835	1,044	1,394	1,287	15,476
FY 15	1,194	1,938	2,578	934	373	2,104	2,072	1,509	-912	1,123	1,158	2,621	16,693
YTD	593	1,121	1,947	2,560	3,238	4,273	5,197	5,857	6,742	0	0	0	6,742
YTD Comp	62.1%	48.3%	56.2%	43.8%	49.6%	52.2%	58.1%	58.4%	60.7%	0.0%	0.0%	0.0%	
Monthly Comp	62.1%	38.6%	72.2%	25.7%	99.2%	62.3%	122.9%	60.9%	81.4%	0.0%	0.0%	0.0%	

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.
Monthly Comparison compares the current month of the current year against the same month in the previous year.



Museum Store Sales Narrative:

Sales in the museum store reflect five days of operation, Tuesday through Saturday. Our store is primarily staffed by docents with Dorothy Nell Barry's duties split between the store, admissions, memberships, and administrative duties. Our store foot traffic is augmented during our special exhibits and programs.

The store's focus is primarily books, as we are known for our outstanding Nevada related book selection. Another top seller is jewelry made from Nevada stones. The gaming materials for sale are donated by our supporters and benefit the NHS operations. Report reflects activity through March 31, 2019.

III. Museum Revenue and Expenditure Chart

Museum Store Profit and Loss Chart

FY2018	Revenues	Expenditures			Total Expenditure	Net Profit (Loss)	% Net Profit (Loss)
		Merchandise	Personnel	Oper/Other			
July	593	495	-	-	495	98	16.6%
August	528	-	-	31	31	497	94.1%
September	826	123	-	38	161	664	80.5%
October	613	476	-	151	626	(13)	(2.1%)
November	677	2,557	-	169	2,726	(2,049)	(302.5%)
December	1,035	564	-	281	845	190	18.4%
January	925	854	-	39	893	32	3.4%
February	660	36	-	38	74	586	88.8%
March	885	-	-	39	39	846	95.6%
April	-	-	-	-	-	-	0.0%
May	-	-	-	-	-	-	0.0%
June	-	-	-	-	-	-	0.0%
FY19 Total	6,742	5,105	-	785	5,890	852	12.6%
FY18 Total	15,096	9,635	-	3,326	12,961	2,135	14.1%
FY17 Total	14,570	5,271	-	2,584	7,856	6,715	46.1%
FY16 Total	15,476	10,389	-	2,367	12,756	2,720	17.6%
FY15 Total	16,693	4,439	765	2,650	7,854	8,839	53.0%

Museum Store Revenue and Expenditure Narrative:

This section accounts for revenues and expenditures through March 31, 2019. We continue to evaluate store sales and will only purchase top sellers, primarily books. We are looking into creating some NHS specific merchandise.

Dorothy Barry began an Author Meet and Greet evening event to promote the NHS Museum Store book selections. She is now scheduling the Writers' Wednesday Series authors to better coordinate new book sales with the authors

Nevada Historical Society
Report to the Board
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IV. Membership Program

Memberships (new and renewals) chart comparison against four previous fiscal years.

Membership	<u>July - Sep</u>		<u>Oct - Dec</u>		<u>Jan - Mar</u>		<u>April - June</u>		<u>TOTAL</u>	
Categories	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>
Individual	3	45	4	44	12	41	0	0	19	130
Family	2	16	1	15	5	23	0	0	8	54
Sustaining	3	11	0	0	1	6	0	0	4	17
Contributing	0	0	0	0	0	1	0	0	0	1
Patron	0	0	0	0	0	0	0	0	0	0
Benefactor	0	0	0	0	0	0	0	0	0	0
Senior	17	12	7	13	5	10	0	0	29	35
FY 19	25	84	12	72	23	81	0	0	60	237
FY 18	95	0	14	132	12	105	30	79	151	316
FY 17	147	0	178	0	128	0	128	0	581	0
FY 16	99	0	188	0	159	0	52	0	498	0
FY 15	86	0	175	0	97	0	133	0	491	0
YTD	25	84	12	72	23	81	0	0	60	237
YTD Comparison	26.32%	0.00%	33.94%	118.18%	49.59%	100.00%	0.00%	0.00%		
Quarterly Comparison	26.32%	#DIV/0!	85.71%	54.55%	191.67%	77.14%	0.00%	0.00%		

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.

Nevada Historical Society
Report to the Board
June 16 - 17, 2019

Membership Sales

Membership sales comparison against four previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 19	1,295	580	2,635	1,085	2,665	1,355	2,295	745	1,455	0	0	0	14,110
FY 18	640	2,595	910	2,100	1,885	3,940	1,610	3,215	2,395	1,215	2,550	1,955	25,010
FY 17	750	2,520	1,081	2,535	1,345	3,925	2,225	2,420	2,955	2,360	770	1,700	24,586
FY 16	950	1,315	910	1,155	3,925	3,775	2,110	3,410	1,725	2,260	940	1,625	24,100
FY 15	1,020	1,505	1,410	2,180	765	5,535	1,660	1,245	1,235	2,715	2,780	1,655	23,705
YTD	1,295	1,875	4,510	5,595	8,260	9,615	11,910	12,655	14,110	0	0	0	14,110
YTD Comparison	202.34%	57.96%	108.81%	89.59%	101.60%	79.66%	87.06%	74.90%	73.15%	0.00%	0.00%	0.00%	
Monthly Comparison	202.34%	22.35%	289.56%	51.67%	141.38%	34.39%	142.55%	23.17%	60.75%	0.00%	0.00%	0.00%	

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

Membership Program Narrative:

In addition to the above categories we also have Institutional members (3 renewals 0 new). This reflects memberships through March 31, 2019.

V. Museum Attendance Figures

Attendance chart comparison against four previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 19	539	261	437	182	573	357	393	750	749	0	0	0	4,241
FY 18	640	2,765	740	440	331	462	382	743	666	520	764	298	8,751
FY 17	2,244	1,459	1,240	1,555	1,992	1,660	257	220	587	578	693	718	13,203
FY 16	1,994	1,507	1,620	1,791	1,659	1,531	1,492	1,637	1,337	1,785	2,091	1,551	19,995
FY 15	2,352	1,432	1,597	1,928	1,554	1,698	1,642	1,774	1,734	1,746	1,889	1,910	21,256
YTD	539	800	1,237	1,419	1,992	2,349	2,742	3,492	4,241	0	0	0	4,241
YTD Comparison	84.2%	23%	30%	31%	41%	44%	48%	54%	59%	0%	0%	0%	
Monthly Comparison	84.2%	9.4%	59.1%	41.4%	173.1%	77.3%	102.9%	100.9%	112.5%	0.0%	0.0%	0.0%	

Museum Attendance Narrative:

The NHS continues to evaluate attendance figures more accurately using the POS system instead of the door counter, including 2 fields to better track our school tour numbers. Dorothy Barry created barcodes that are scanned with a \$0 charge to ensure we are capturing data only.

Visitor signifies the person is not a member of any of the DMH museums. The barcodes are: visitor adult, visitor child, member adult, member child, library member, library visitor, store member, store visitor, tour chaperon, tour children, student (college). We capture data for school tour visits as tour child and tour chaperone- these are separate from adult and children visitors outside of school tours.

The breakdown of visitors to NHS from January 1, 2019 through March 31, 2019 is: 531 visitor adult, 107 visitor child, 194 member adult, 21 member child, 115 library member, 164 library visitor, 1 store member, 1 store visitor, 124 tour chaperone, 584 tour children, and 50 college students.

VI. Attendance Receipts

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 18	510	745	430	575	395	285	690	970	655	0	0	0	5,255
FY 17	810	710	655	400	357	375	400	285	735	495	710	625	6,557
FY 16	467	509	469	470	811	330	905	640	655	610	415	695	6,976
FY 15	571	694	674	680	357	281	606	496	509	750	481	883	6,983
FY 14	347	652	310	400	444	240	528	483	537	524	648.19	648.39	5,762
YTD	510	1,255	1,685	2,260	2,655	2,940	3,630	4,600	5,255	0	0	0	5,255
YTD Comparison	62.96%	82.6%	77.5%	87.8%	90.6%	88.9%	97.9%	115.2%	111.2%	0.0%	0.0%	0.0%	
Monthly Comparison	62.96%	104.93%	65.65%	143.75%	110.64%	76.00%	172.50%	340.35%	89.12%	0.00%	0.00%	0.00%	

Museum Receipts Figures Narrative:

Attendance to our public programs has steadily increased from January 1, 2019 to March 31, 2019.

VII. Fundraising Activities

- We had no specific fund raising activities this quarter.

VIII. General Activities

Events, interesting tours, and public outreach

- We hosted a memorial service for Emeritus curator of History Phil Earl, generously sponsored by the Robert Stoldal family.
- Writers Wednesday for, February and March were: Christine Johnson on the Board of Geographic Names, Pat Klaus present her book—*One Hundred Years of Pershing County*.
- The Reno Philharmonic exhibit closed with a closing lecture by guest curator, Dr. Engrid Barnett.

- The Rip Roaring Rodeo Series began with Jeff Auer, *The Birth and Early Years of the Reno Gay Rodeo: 1976-197*; Guy Clifton, *A History of the Reno Rodeo*; Griff Durham, "Garcia Saddlery"
- We had an artifact talk about our atlatl in March.
- The Docent Lecture Series were Fred Holabrid, *Gold Recovery from the Ship Central America*, Jim Bonar, *Virginia City/ Gold Hill Water*, Michael Fischer, *Mob, Graham & McKay, & Stockade Girls*.
- We had three different Senior Tour groups in February.
- We hosted NNIC Russian Professionals tour in March.
- Catherine was featured on the "Old Tales of Nevada Past and Present" television show in January.
- Michelle had an onsite tabling event at the Lazy 5 Park in February.
- Catherine excavated the masonic time capsule for the Whitney Peak Hotel in February.
- Christine gave two lectures to UNR anthropology students in February.
- Catherine gave an off-site talk for Historic Reno Preservation Society in February.
- Howard Herz and NHS were featured on CSPAN in March.
- The entire NHS staff and 4 docents participated in Museum Day in Carson City in March.

Daily Operations

- We are running with a small and mighty staff of 7.
- The docents continue with their excellent support of NHS daily operations in particular cataloging, manning the store, providing tours to the public, special groups, and school groups.
- We had 3 UNR graduate interns working with Christine, Catherine and Team AGA.
- **Research questions**
 - Library Staff responded to 17 email requests and 48 phone requests. Each request averages between 15 minutes to 2 hours. There were a total of 197 in person researchers.
- **Photo requests and cataloging**
 - Catherine responded directly to 13 email photo requests and 4 telephone, and 1 in person requests – mainly for *Travel Nevada*.
 - Karalea processes the other photo requests, research, and orders- 34 photo orders during this quarter.
 - Karalea and Catherine primarily respond to email and phone inquiries for photos.
 - Catherine continues to work with Team Photo to catalog, scan, and organize the photo collections.
- **Collections**
 - The Collections committee headed by Christine periodically reviews items presented for our collections.

- Howard Herz continues as our AGA contract curator, and Deborah Brastoff as a temporary employee as the AGA collections cataloger, along with 4 docents and one UNR intern continue to process collections.

NHS Quarterly

The 2018 *NHSQ* is in production and will be a single publication coming out in Spring 2019. The Curator of Education, Dr. Michelle Roberts, has written the below narrative.

NHS Quarterly Update May 14, 2019

By Michelle Roberts Managing Editor

Publishing is never an easy task and there are many steps in the process that may easily be delayed. We had many hold-ups for the production of the 2018 single issue of the Quarterly.

Before I explain the glitches I would like to explain the process (for a visual see the attached work-flow graph I created to assist our new editors in understanding the process). An author submits an article, one of the editors reads through it to see if it is proper material for our publication. If the editor has time they may make suggestions to the author and have the author revise the article. If the article passes the first stage it is sent out to 2 reviewers. I have implemented a double-blind peer review process, this means that the author and the reviewer do NOT know who each other is- this is to eliminate any biases for example if you're reviewing your colleagues paper you may not be as critical versus reviewing someone's paper you don't know). The reviewers accept or reject the article based on a number of criteria (I have created guidelines for reviewers; see the second attachment). Usually the article needs revisions, one of the editors will be the mediator between the reviewer and the author for revisions. If the reviewer has marked the article as publishable with minor revisions then the editor will re-read the revised article to make sure it complies with the reviewers suggested changes (for the 2018 issue I did this for every article since the Associate and Assistant Editor positions were vacant at that time). After all of this the article then goes to the copy-editor. Notes and documents, book reviews, essays and any editor notes also go through the copy-editor. After everything is copy-edited they are sent to the layout editors for layout, with photos, images and captions. The layout editors send a proof to the Managing editor and her and a volunteer/docent proof-reader read through the proof, making notes on anything that needs to be fixed. The proof with notes gets sent back to the lay-out editors to be changed and then the proof comes back to the Managing Editor and proof-reader again. This process happens until everything looks satisfactory. For the recent issue of the *NHSQ* it was proof #5 that was finally ready to go! As you may imagine all of these iterations take a lot of time to finally have a polished proof ready for printing. The proof is then sent to the printers, who format it for printing and send the Managing Editor a proof to sign-off on before they actually print the journal. This is just from the publication side of the coin.

Other logistics include gathering membership lists from the other DMH institutions and making sure they are formatted correctly in an excel spread sheet to send to the printers (Dorothy or Admin Asst.

helps compile the list- but this takes time). The printers send the Quarterlies to the people on the membership list but first they must check the addresses of our members to a National Change of Address (NCOA) database. This is required by the post office and by law. The Managing Editor must sign off that our list has been checked against the NCOA. After that is complete then the printers can start to package and send out the journals, but only after they have the purchase order number from the State of Nevada. This is another process that can cause delay because the invoice goes from me to Dorothy who creates the PO for Catherine to sign-off. Then it has to go to Debbie at DMH fiscal and if the amount is over \$1,999.00 then Carrie has to sign off on it. Currently a quote from Sheridan that was created and submitted to Dorothy on April 30th still has NOT been assigned a PO# (it was approved on May 15). The Quarterlies cannot be printed and shipped until a PO# is sent to Sheridan (our contracted printers).

We ran into several glitches with the production of the 2018 NHSQ. Articles were not properly copy-edited prior to going to layout, which means when we were in the proofing stage we had to do copy-editing which resulted in approximately 20 pages of instructions of what needed to be re-edited/fixed by the layout editors. Thank goodness that Brian O'Hara who has is and NHS docent, volunteered to help proof-read is also a copy editor, he was very helpful and dedicated a lot of time to this process along with my hours. This caused major delays and several reiterations of proofs (5 in total) from the layout editors back to myself and our volunteer proof-reader. I have put out a bid for copy-editors.

I updated our Submission page on the website and submission protocol; it is attached.

Finances:

Double-Click design (lay-out editors) \$1,948.00

Indexer \$750.00

Prose and Polish copy-editor \$300.00

Sheridan (printing and mailing) \$3,576.66

Total for the 2018 single issue = \$6,574.66

We currently have \$14,000 in the NHSQ account- given this information it is NOT financially feasible to make the NHSQ an actual Quarterly. This is obviously an important point to consider.

Please not that originally the proof was 160 pages, however the margins seemed unnecessarily large to me so I asked the copy editors to decrease the margins which resulted in the final version being 138 pages. This saved us money on the printing process, but not on layout expenses. However, when printing 1,100 copies money was still saved.

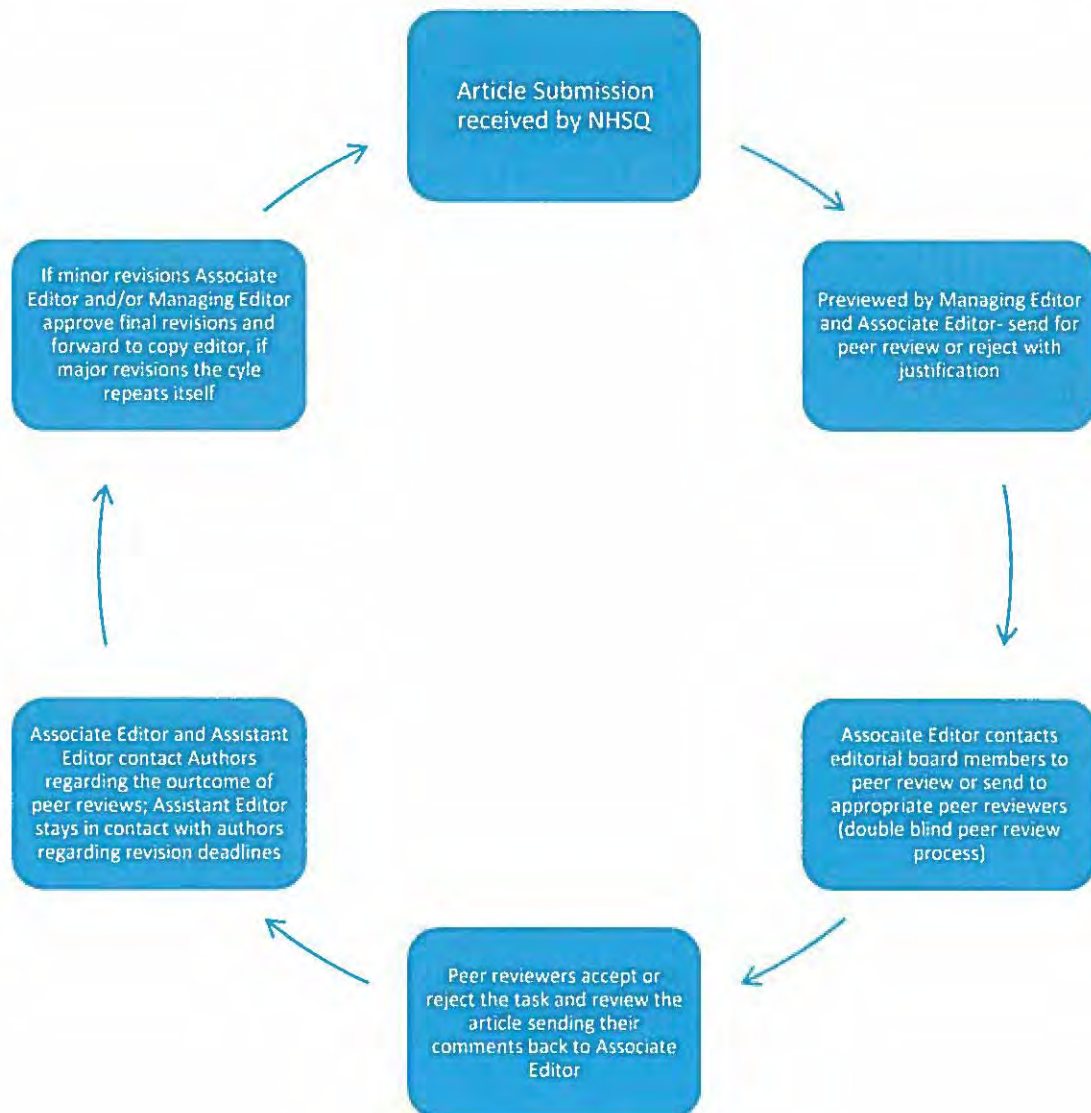
My Time:

On another note, managing the Quarterly is listed as 20% of my duties. I have spent more than 20% of my work hours to date managing the NHSQ.

I have two issues slated for the 2019 year (I will attach the timeline I created to share with the other editors). This means I will be dedicating time to 3 publications, for the 2019 year, since the 2018 is just now at the printers. Again, I want the board to consider the feasibility of my job description and time concerning turning this back into an actual Quarterly. I want to remind everyone that I **enjoy** doing this work and being the managing editor, but I am also the education curator, public programming curator and docent liaison at our institution. Therefore, I don't know how many more hours I can put into the quarterly while also completing my other assigned duties.

Time commitment to this publication is something to consider for the future; the prospect of turning it into an actual Quarterly will definitely require more work hours which likely would result in the need to have another staff person at the NHS.

Work Flow of Article Submission to the Nevada Historical Society Quarterly



Nevada Historical Society Quarterly Submission Guidelines 2019

The Nevada Historical Society Quarterly, founded in 1957, publishes scholarly and popular interest articles dealing with a wide range of topics concerning Nevada, the Great Basin and the American West. Topics include but are not limited to Agriculture, Anthropology, Art, Diaspora studies, Ethnic Studies, Geography, Geology, History-from all perspectives, Literature, Politics and Policies, Regional studies and Society, etc. The publication includes reprints of historical documents, essays, book reviews, photo essays and other creative content that contributes to discussions concerning Nevada, the Great Basin, and the American West.

Articles: Research articles concerning broad themes, connections, movements, or problems that use primary sources and appeal to a wide-ranging audience are of primary consideration. Manuscripts concerning findings from original dissertation research or thesis are encouraged. We welcome articles that vary in content, research methodology, and interpretation that contribute to understanding some aspect of Nevada, the Great Basin, and the American West. Suggested length is 7,000-12,000 words, not including endnotes.

The *Nevada Historical Society Quarterly* publishes peer-reviewed articles. Upon submission, articles are first assessed by our editorial staff, then sent through a double-blind peer review process by experts in the field. At times this process may take up to 4-months, however it allows us to maintain professional integrity. We do not accept submissions or essays under consideration with other publications.

Notes and Documents: Notes and Documents is a place for the reprinting of older documents and records plus contemporary essays heavily based on a single document, memoir or other personal account. These pages are a way for museums and public historians to educate our readership on unique items in collections and/or topics concerning public/popular interests. Photographic essays and short single-subject essays are appropriate for this section. Suggested length is 2,500- 5,000 words, not including endnotes.

Format:

1. Articles should be submitted as an e-mail attachment, typed, double-spaced, in Microsoft Word (.doc or .docx) to the Managing editor, Michelle S. Roberts PhD mroberts@nevadaculture.org
2. Please create a separate title page with the author name. For the manuscript please provide the title at the top of the first page but no identifying author information (this is to secure the double blind review process)
3. Leave pages unnumbered.
4. Use a single Tab for paragraph indents.
5. Use *Chicago Manual of Style 17th edition* for guidance on general formatting
<https://www.chicagomanualofstyle.org/home.html>

Citations: Historical texts commonly use the endnote citation system; please insert the numbers into the article with the superscript font position, then type the note at the end of the article, double-spaced. All citations and quotations should be rechecked for accuracy before the copy editing process begins. If you're unfamiliar with the endnote citations please refer to the *Chicago Manual of Style 17th edition*.

The following style is to be used for notes:

1. Michael W. Bowers and Larry D. Strate, "Judicial Selection in Nevada: An Historical, Empirical, and Normative Evaluation," *Nevada Historical Society Quarterly*, 36:4 (Winter, 1993), 227-45.
2. Elliot Lord, *Comstock Mining and Miners* (Berkeley: Howell-North 1959), 172.
3. *Independent News* (13 January 1965), p.4.
4. James G. Scrugham, ed., *Nevada: A Narrative of the Conquest of a Frontier Land*, vol. III (Chicago: American Historical Society 1935), 398-99.
5. *Ibid.*, I:205. (Same author as footnote 4, but vol. I, page 205).

Illustrations: Authors are encouraged to include illustrations with their work (including written permission to publish from the owner). Photographs, maps, handbills, newspaper headlines, cartoons, and works of art are effective illustrative materials. Scanned images may be submitted if scanned at the minimum of 300 ppi and submitted as a separate e-mail attachment. In your manuscript provide the location for each image within the text and then submit the images with their Image # and captions in a separate word document. Originals or hard copies may be submitted with the permission of an editor. These will be returned upon request. All images must have captions and credits provided.

Biographical Sketch: In a separate file, submit a brief career biography (about 50 words) that includes present position, educational background, principal interests and/or current projects, and recent or forthcoming publications. Following this, please identify the postal address, telephone/cellphone/fax numbers and your preferred e-mail address.

Advertising: If you are interested in purchasing advertising space in the NHSQ, contact Managing Editor, Michelle S. Roberts PhD mroberts@nevadaculture.org

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Editors and Correspondence information:

If you have any questions regarding the submission process you may contact any of our editors.

Once your article is accepted for peer review, one of our editors will work with you throughout the process; they will contact you directly.

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Correspondence for Book Reviews must be directed to our book review editor:

Diana L. Ahmad PhD at ahmadd@mst.edu

Nevada Historical Society Quarterly Peer Reviewer Guidelines

Thank You for agreeing to peer review an article submission for our journal.

Remember that the peer review process is anonymous, do not hesitate to give honest feedback. We want to maintain a high level of scholarly content for the Nevada Historical Society Quarterly (We are the oldest cultural institution in the State of Nevada- we opened our doors in 1904 and we have created a publication of some form since 1906!)

Please rate the article in one of the following categories with comments to the editors and author regarding justification for your review choice. If suggesting revisions, include a detailed discussion of the weaknesses you have found in a constructive way so the author knows what to focus on when doing their revisions.

1. Recommend for Publication without revisions
2. Recommend for Publication with Minor revisions
3. Recommend for Publication with Major Revisions with a review conducted by the Associate Editor (Indicate the revisions you suggest)
4. Recommend for Publication with major revisions and another peer review process (Indicate the revisions you suggest)
5. Do not recommend for publication at this time (Include feedback regarding your decision)

If you have any questions do not hesitate to contact Michelle Roberts PhD, Managing Editor at mroberts@nevadaculture.org or 775-688-1190 ext. 224

Mission Statement

Founded in 1904, the Nevada Historical Society seeks to advance the study of the heritage of Nevada, the Great Basin and the West. The NHS collects manuscripts, rare books, print ephemera, artifacts, maps, photographs and bound newspapers for the state, and makes its collections available for research, exhibition and educational purposes.

Current Operations

The NHS is open to the public Tuesday- Saturday from 10:00 AM to 4:30 PM. The Research Library is open to the public Tuesday- Saturday from 12:00 PM to 4:00 PM. The staff hours are from 7:30 AM to 5:15 PM.

Catherine Magee, Director
15 March 2019

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Contracting Agency Name: Division of Museums and History
Nevada Historical Society
Address: 412 E. Musser Street, Suite 2
City, State, Zip Code: Carson City, NV 89701
Contact: Peter Barton, Administrator
Phone: (775) 687-7340
Fax: (775) 687-4333
Email: Pbarton@nevadaculture.org

and the Independent Contractor doing business as:

Contractor Name: Sheridan
Address: 450 Fame Avenue
City, State, Zip Code: Hanover, PA 17331
Contact: Mariam Lam
Phone: (717) 632-3535
Email: Marian.lam@sheridan.com

WHEREAS, NRS Chapter 381 authorizes the State Board of Museums and History (Board), in whole or in part, to engage in contract services, more specifically:

NRS 381.0035 Private money exempt from statutory requirements governing expenditure of public money; independent contractors.

1. The statutory requirements on the expenditure of public money in chapters 333, 338 and 341 of NRS do not apply to the expenditure of private money.
2. The Board may authorize independent contractors which may be funded in whole or in part from private money.

(Added to NRS by 1989, 1519; A 2005, 1091)

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Museums and History.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.

- C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Museums and History' approval (anticipated to be May 1, 2017).

Effective from:	June 19, 2019	To:	June 18, 2021
-----------------	---------------	-----	---------------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	AGENCY SCOPE OF WORK
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ 16,477.72	For	Preparation, Publication, and Distribution of four Nevada Historical Society Quarterly Publications
Total Contract or installments payable:	Installment payments upon complete distribution of each of the four Nevada Historical Society Quarterly Publications.	
Total Contract Not to Exceed:	\$ 16,477.72	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
 - A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
 - B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
 - C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **CONTRACTTERMINATION.**
 - A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days notice in the manner specified in Section 4. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
 - B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If 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 is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach 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 breach. Contractor's tort liability shall not be limited.
13. **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, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract, Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment AA*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment AA*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure 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 shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **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.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
 23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Museums and History and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Museums and History. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title
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_____ Signature	_____ Date	_____ Title
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_____ Signature	_____ Date	_____ Title
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_____ Signature	_____ Date	_____ Title
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APPROVED BY BOARD OF MUSEUMS AND
HISTORY

Signature – Board of Museums and History

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

ATTACHMENT AA
INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State Department Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Independent Contractor's Signature

Date

Title

Signature – State of Nevada

Date

Title

STEVE SISOLAK
PETER BARTON
CATHERINE MAGEE PH.D

Governor
Administrator
Director, *Nevada Historical Society*

ATTACHMENT BB

NEVADA MUSEUMS & HISTORY



Date: May 22, 2019

To: Carrie Edlefsen,

From: Catherine Magee *Catherine Magee*

Subject: Contract for publishing and distribution of the Nevada Historical Society Quarterly

Scope of work:

Prepare, publish, and distribute four printed *Nevada Historical Society Quarterly* Journals. Two journals each within two separate fiscal years.

Quote

Nevada Historical Society
1650 North Virginia Street
Reno, NV 89503-1799

Attn: Michelle Roberts

NHSQ

Title: NEVADA HISTORICAL SOCIETY QUARTERLY Based on specifications submitted		Unit	Unit Charge (\$)	Total (\$)
Pages: 140 plus cover	Trim Size: 6-7/8x10			
Quantity: 1,100 copies				
<u>Preparation</u>				
Preflight of furnished PDF file		1	60.00	60.00
<u>Imaging</u>				
Impose and image four color page		16	10.00	160.00
Subtotal:				220.00
<u>Presswork and Folding</u>				
Base pages black - 64		MR	401.00	401.00
		Run	39.60	43.56
32 page signature, black	2	MR	146.00	292.00
		Run	19.80	43.56
16 page signature, 4/4	1	MR	560.00	560.00
		Run	60.55	66.61
Cover printed black both sides		MR	165.00	165.00
		Run	16.90	18.59
Additional to varnish or aqueous coat outside of cover		MR	72.00	72.00
		Run	5.05	5.56
<u>Binding</u>				
Perfect bind 7 to 12 signatures plus cover		MR	122.00	122.00
		Run	59.55	65.51
Fold 32 pages as 1-16, 1-8 and 1-4 canceling 4 blanks	1	32(s)	75.00 /M	82.50
Subtotal:				1,937.89
<u>Paper</u>				
Black Text: 50 lb. bright white opaque smooth				
Pages - 64		MR	43.00	43.00
		Run	198.65	218.52
32 page signature	2	MR	22.00	44.00
		Run	99.35	218.57
Increase or decrease in cost of text stock	0.76%			3.98
Color Text: 50 lb. bright white opaque smooth				
16 page signature	1	MR	15.00	15.00
		Run	73.10	80.41

Quote

Nevada Historical Society
1650 North Virginia Street
Reno, NV 89503-1799

Attn: Michelle Roberts

NHSQ

Title: NEVADA HISTORICAL SOCIETY QUARTERLY Based on specifications submitted		Unit	Unit Charge (\$)	Total (\$)
Cover: 10 pt. white C15		MR	37.00	37.00
		Run	66.55	73.21
Increase or decrease in cost of cover stock	-9.10%			(10.03)
Subtotal:				723.66
Distribution				
Mail in polybags	1,039		152.85 /M	158.81
Set up	1		43.65	43.65
Generate presorted inkjet or Cheshire labels	1,039		43.00 /M	44.68
Label generation set up	1		73.00	73.00
Prepare shipments for UPS, FedEx or parcel post	1		5.15	5.15
Prepare shipments for common carrier	1		20.25	20.25
Bulk pack into cartons	2	carton(s)	3.40	6.80
Subtotal:				352.34
Subtotal before Postage & Freight:				3,233.89
Estimated Postage and Freight				
	Qty. Mailed			
U.S. Standard A	1,037			819.02
Foreign	2			4.36
Held for copyright	2			0.00
Overcopies to Reno, NV 89503 via FedEx Ground	61			62.16
	<u>1,102</u>			
Subtotal:				885.54
Total: \$				4,119.43
Total for 2 years with 2 issues printing per year: \$				16,477.72
<i>(This amount does not include any paper increases)</i>				

Sample invoice does not include sales tax or author's alterations charges when applicable. Sales tax will be calculated and added to actual

Paper, postage and freight are invoiced at the prevailing rates

The above prices are taken from Proposal No. 10-086R

Respectfully submitted by:

Joyce Coulter
Sales Representative
JMC: crv



**REPORT TO THE
 BOARD OF MUSEUMS AND HISTORY
 JUNE 17 - 18, 2019**

I. Private Funds Budget Summary

Private Funds Budget Summary B/A #5036

State Fiscal Year 2019

	<u>GL / Cat#</u>	<u>Total Budget</u>	<u>Year to Date Actuals</u>	<u>Percentage Year to Date</u>
Cash From Prev Fiscal Year Unrestricted	2511	147,867	147,867	100.00%
Cash From Prev Fiscal Year Restricted	2511	620,008	620,008	100.00%
			<u>767,875</u>	

Comparison of Revenues Budgeted/ Received:

BLM Cooperative Agreement	3578	102,124	34,491	33.77%
Facility Rentals	3801	5,000	1,915	38.30%
Charges for Services - Anthro	3871	60,000	21,753	36.26%
Coin Press Sales	3872	45,000	53,861	119.69%
Memberships *	4008	30,000	23,135	77.12%
Photograph Sales	4010	877	315	35.92%
Merchandise Sales *	4025	188,370	142,719	75.77%
Book & Pamphlet Sales	4052	220	71	32.27%
Gifts & Donations	4251	6,000	1,984	33.06%
Private Grants	4265	19,007	6,276	33.02%
Treasurer's Interest	4326	12,000	5,750	47.92%
Outside Bank Account	4454	57,100	57,100	100.00%
Total Revenues Received:		\$525,698	\$349,370	66.46%

Comparison of Expenditures Budgeted/Expended:

BLM Cooperative Agreement	20	102,124	41,765	40.90%
Anthropology	37	7,500	1,175	15.67%
Natural History	39	8,500	10	0.12%
Administration	41	54,094	29,973	55.41%
Education	42	12,367	7,348	59.42%
Exhibits	43	15,000	5,722	38.14%
History	45	11,472	740	6.45%
Board Appr Special Projects	48	35,854	3,178	8.86%
Museum Store *	49	167,813	122,452	72.97%
Coin Press	50	40,115	27,734	69.14%
Special Projects (Restricted)	55	696,115	540,102	77.59%
Restricted Collection Storage Maintenance	56	142,619	0	0.00%
Total Expenditures:		\$1,293,573	\$780,200	60.31%

Available Unrestricted Cash

\$179,284

In general, both revenues and expenses are lagging at end of the third quarter, with a big impact coming from BLM/Anthropology accounts. Funds there were to be put towards possible matching funds for the small expansion at Indian Hills. The timing is not working out for that, and we anticipate spending this down for temporary assistance, new equipment, maintenance at Indian Hills, and preparation of the Basketry Gallery in the north building, estimated at \$25,000, plus or minus.

An update on the BLM partnership: the Bureau of Land Management, Nevada State Office (BLM) changed their procedures for NSM financial support to provide for care and use of their CRM and other BLM collections. Starting in October, we will receive specified task orders to accomplish various activities related to their collections. These tasks might include the following: BLM archaeological collections inventory, rehousing BLM archaeological collections, supporting exhibits that focus on BLM artifacts, supporting research on BLM collections in order to provide information on Great Basin prehistory, support research by others wishing to study BLM collections curated at the NSM, supporting outreach and educational programs that include BLM archaeological sites and artifacts, and on-going care, inventory, and meeting facilitation for BLM NAGRPA compliance.

Also of note: Coin Press revenues are robust due to outside minting projects; Membership Sales are consistent and for the quarter reflect high renewals and one new Benefactor; the museum store budget was adjusted/increased earlier in the year to allow for more planchet sales; Donations and Grants continue to lag as we transitioned from one Sales and Promotion Rep to another, who didn't start until late March, however there will be future revenues in this category for Lei Day support, and support of Mint 150; Board Approved Special Projects will be expended on preparations for the 1870 Half Dollar Release event, including silver purchase and medallion cardholder production.

Exhibit expenses for the new archeology exhibit, *Fueling the Boom*, were partially supported by Anthropology, paying stipends for guest curators, photography and large prints, and the exhibits department created all other exhibit materials in house, thus reducing costs.

The above figures reflect the third quarter of fiscal year 2019 revenues and expenditures as of March 31, 2019. * Further detail available in the below identified sections.

Nevada State Museum
Report to the Board
June 17 - 18, 2019

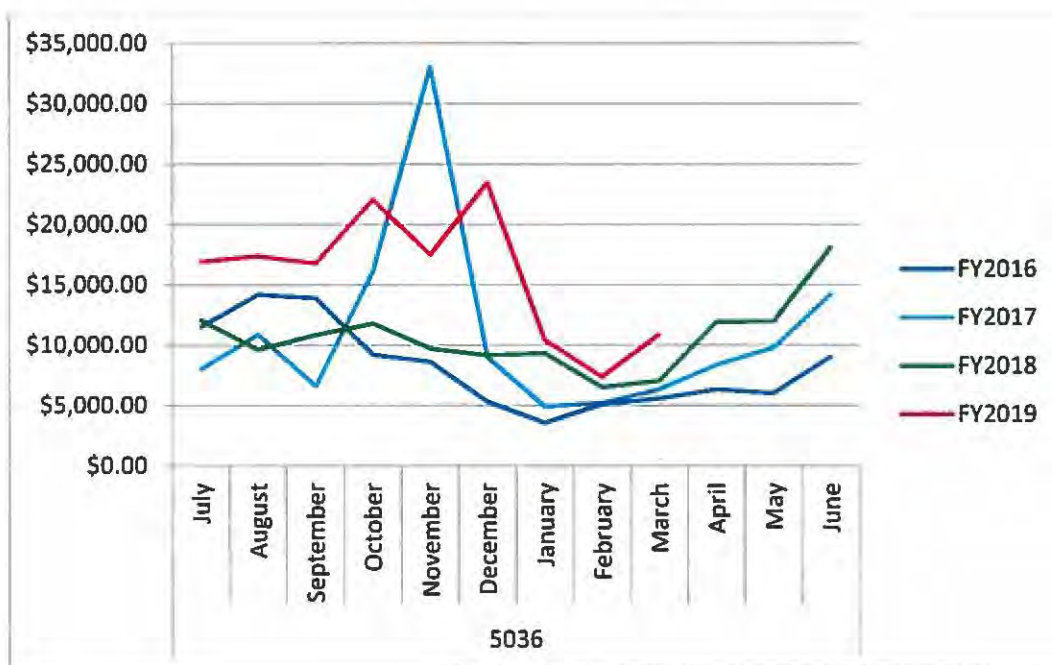
II. Museum Store Sales

Store sales chart comparison against four previous fiscal years.

	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>TOTAL</u>
FY 19	16,911	17,371	16,759	22,031	17,494	23,457	10,453	7,386	10,879	0	0	0	142,742
FY 18	12,046	9,604	10,825	11,769	9,704	9,147	9,333	6,544	7,032	11,900	11,962	18,084	127,949
FY 17	7,865	10,832	6,554	16,123	33,059	8,973	4,913	5,215	6,334	8,343	9,785	14,373	132,370
FY 16	11,512	14,171	13,869	9,202	8,618	5,319	3,559	5,098	5,579	6,333	6,005	9,042	98,307
FY 15	11,208	14,131	18,193	7,776	23,288	8,263	6,963	5,206	10,470	8,447	14,532	13,707	142,184
YTD	16,911	34,282	51,041	73,072	90,566	114,023	124,476	131,862	142,742	0	0	0	142,742
YTD Comparison	140.39%	158.35%	157.17%	165.16%	167.88%	180.72%	171.86%	166.98%	165.97%	0.00%	0.00%	0.00%	
Monthly Comparison	140.39%	180.87%	154.82%	187.20%	180.27%	256.45%	112.01%	112.88%	154.71%	0.00%	0.00%	0.00%	

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.



III. Museum Store Revenue and Expenditure Chart

Museum Store Profit and Loss Chart

FY2019	Revenues	Expenditures			Total	Net	% Net
		Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)
July	16,911	4,128	3,233	-	7,361	9,549	56.5%
August	17,371	15,800	5,409	40	21,249	(3,877)	(22.3%)
September	16,759	12,493	5,206	451	18,149	(1,390)	(8.3%)
October	22,031	7,610	5,323	330	13,262	8,769	39.8%
November	17,494	8,705	7,643	472	16,820	674	3.9%
December	23,457	14,587	5,383	591	20,561	2,895	12.3%
January	10,453	8,061	6,066	730	14,857	(4,404)	(42.1%)
February	7,386	2,992	5,988	577	9,557	(2,171)	(29.4%)
March	10,879	406	5,988	660	7,054	3,825	35.2%
April	-	-	-	-	-	-	0.0%
May	-	-	-	-	-	-	0.0%
June	-	-	-	-	-	-	0.0%
FY19 Total	142,742	74,782	50,239	3,851	128,871	13,870	9.7%
FY18 Total	127,919	58,831	63,434	12,926	135,191	(7,272)	(5.7%)
FY17 Total	132,370	48,681	58,272	16,004	122,957	9,412	7.1%
FY16 Total	98,307	63,703	57,265	8,437	129,405	(31,098)	(31.6%)
FY15 Total	142,184	70,935	52,871	5,369	129,175	13,009	9.1%

Museum Store Revenue and Expenditure Narrative:

Museum Store sales have been up every month over last year, and this quarter is no different, primarily due to increased planchet/medallion sales. This was the first quarter we conducted two regular monthly minting days. Personnel costs remain high to maintain proper staffing in store. Report is through March 31, 2019.

IV. Membership Figures

Memberships (new and renewals) chart comparison against four previous fiscal years.

Membership Categories	<u>July - Sep</u>		<u>Oct - Dec</u>		<u>Jan - Mar</u>		<u>April - June</u>		<u>TOTAL</u>	
	New	Renew	New	Renew	New	Renew	New	Renew	New	Renew
Individual	7	15	4	12	15	29			26	56
Family	15	21	7	12	17	23			39	56
Sustaining	4	14	2		8	14			14	28
Contributing		2			1				1	2
Patron		1							0	1
Benefactor				1	1				1	1
Senior	40	74	15	34	29	58			84	166
FY 19	66	127	28	59	71	124	0	0	165	310
FY 18	56	112	23	65	59	107	53		191	284
FY 17	92		85		197		179		553	0
FY 16	75		43		170		179		467	0
FY 15	105		43		76		183		407	0
YTD	66	127	94	59	231	124	0	0	165	310
YTD Comparison	117.86%	113.39%	202.53%	105.08%	283.33%	109.15%	0.00%	0.00%		
Quarterly Comparison	117.86%	113.39%	121.74%	90.77%	120.34%	115.89%	0.00%	0.00%		

Membership Figures Narrative:

Memberships are tracking ahead of last year, with a healthy number of new members for the quarter, which saw the introduction of a new monthly program series called *Mint 150*. Renewals fluctuate depending on membership anniversary dates. Report reflects activity through March 31, 2019.

Nevada State Museum
Report to the Board
June 17 - 18, 2019

Membership Sales

Membership sales comparison against four previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 19	2,280	3,390	1,995	1,760	1,225	2,650	3,700	2,300	3,835	0	0	0	23,135
FY 18	1,115	2,330	1,535	2,000	1,970	1,050	3,065	2,335	1,270	7,800	3,865	1,240	29,575
FY 17	770	1,470	1,490	1,045	1,100	1,875	3,470	3,390	2,615	3,335	4,240	1,620	26,420
FY 16	395	915	700	505	1,635	535	1,750	4,009	2,550	1,805	3,755	2,365	20,919
FY 15	1,165	995	945	395	1,760	1,050	795	870	1,065	590	5,965	2,930	18,525
YTD	2,280	5,670	7,665	9,425	10,650	13,300	17,000	19,300	23,135	0	0	0	23,135
YTD Comparison	204.48%	164.59%	153.92%	135.03%	118.99%	133.00%	130.12%	125.32%	138.78%	0.00%	0.00%	0.00%	
Monthly Comparison	204.48%	145.49%	129.97%	88.00%	62.18%	252.38%	120.72%	98.50%	301.97%	0.00%	0.00%	0.00%	

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.
Monthly Comparison compares the current month of the current year against the same month in the previous year.

Membership Program Narrative:

In general, Membership Sales are up this year and tracking well compared to previous years. As noted above, renewals are cyclical. Report through March 31, 2019.

V. Museum Attendance Figures

Attendance chart comparison against four previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 19	4,059	3,065	2,808	5,666	3,713	1,947	1,852	1,341	2,770	0	0	0	27,221
FY 18	3,698	3,318	2,716	5,046	3,414	2,020	2,029	1,437	1,989	3,110	4,293	3,632	36,702
FY 17	3,565	2,936	2,385	4,154	2,143	2,073	1,363	1,696	2,613	3,495	3,658	3,413	33,494
FY 16	4,292	3,927	2,946	4,666	2,292	1,217	1,475	1,935	2,438	2,425	3,617	3,073	34,303
FY 15	4,388	4,550	2,860	4,004	2,751	1,695	2,351	2,219	2,902	3,837	4,029	3,397	38,983
YTD	4,059	7,124	9,932	15,598	19,311	21,258	23,110	24,451	27,221	0	0	0	27,221
YTD Comparison	109.8%	101.5%	102.1%	105.5%	106.2%	105.2%	103.9%	103.3%	106.1%	0.0%	0.0%	0.0%	
Monthly Comparison	109.8%	92.4%	103.4%	112.3%	108.8%	96.4%	91.3%	93.3%	139.3%	0.0%	0.0%	0.0%	

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.
Monthly Comparison compares the current month of the current year against the same month in the previous year.

Museum Attendance Figures Narrative: Attendance in January and February are down slightly, easily attributed to historically bad weather conditions. Even so, we are on track to at least meet last year's attendance, which was the highest in three years. Report through March 31, 2019.

VI. Attendance Receipts

Current attendance receipts compared against four previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 19	22,375	18,620	17,716	15,768	11,508	8,052	11,416	6,632	9,884	0	0	0	121,971
FY 18	20,978	19,220	16,464	15,742	9,704	5,984	13,248	8,742	8,536	12,928	16,779	20,336	168,661
FY 17	14,697	20,336	14,990	14,986	8,464	4,984	7,886	7,778	10,164	13,316	15,843	19,179	152,623
FY 16	17,227	21,480	18,023	15,064	9,384	4,551	7,287	8,692	9,211	10,336	11,351	18,737	151,342
FY 15	17,725	20,898	17,048	17,532	7,598	8,656	10,591	8,423	8,855	15,806	14,683	23,686	171,502
YTD	22,375	40,995	58,711	74,479	85,987	94,039	105,455	112,087	121,971	0	0	0	121,971
YTD Comparison	106.7%	102.0%	103.6%	102.9%	104.7%	106.8%	104.1%	101.8%	102.8%	0.0%	0.0%	0.0%	
Monthly Comparison	106.7%	96.9%	107.6%	100.2%	118.6%	134.6%	86.2%	75.9%	115.8%	0.0%	0.0%	0.0%	

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

Attendance Receipts Figures Narrative:

Attendance receipts fell off in January and February when visitation was impacted by severe weather. Report through March 31, 2019.

VII. Fundraising Activities

Grant request submitted for Lei Day celebration. Sales and Promotion Rep position filled in late March. NAGPRA Curator, Anna Camp, to receive support to attend American Archaeology Meeting. Promise of support for Mint 150 from Coeur Rochester Mining.



the quarter included: author Gregory Crouch, on his new John Mackay biography, *The Bonanza King*, Jane Sweetland, author of *Boxcar Diplomacy*, all about the Merci Train and followed by the minting of a new Merci Train medallion, and artist Mary Lee Fulkerson speaking on Women Artists in Nevada.

VIII. General Museum Activities

The third quarter saw the introduction of **Mint 150**, a new monthly program series on third Saturdays and part of our year-long celebration of the Mint's sesquicentennial in 2020. Programs in the quarter included: *Mint Archaeology* with Dr. Hattori, *Steam-powered Machines* with Chris DeWitt, and *Women Mint Workers* with Bob Nylen. Each lecture is followed by coin press demonstrations.

The Frances Humphrey Lecture Series had sold out audiences, necessitating encore presentations when possible. Programs in



We again held a **Chinese New Year** celebration in the museum's concourse in early February, and attendance outnumbered last year's event demonstrating increased interest. This was a collaboration with the Northern Nevada Children's Museum.

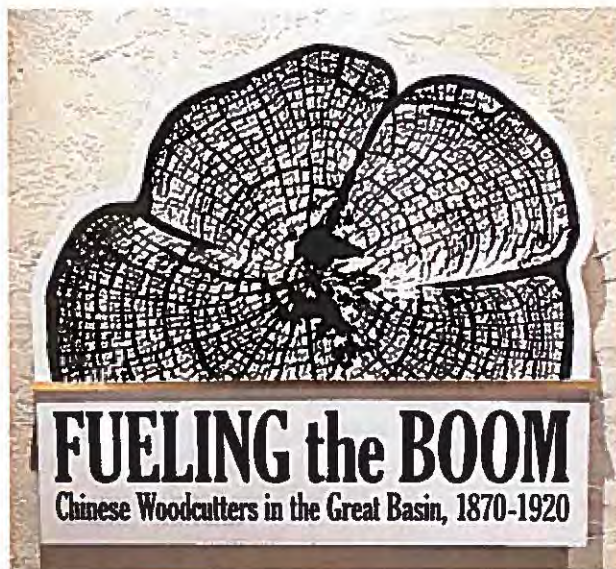
Education Curator, Mina Stafford, held an extensive 4-day Volunteer Training course that began in February and attracted several new volunteers. Curators and the Director all led information session.

Fueling the Boom: Chinese Woodcutters in the Great Basin, opened in February.

Guest curators included Bob Morrill who excavated Chinese Camp near Aurora in the 1950s and 60s, and site photographer,



Apollonia Morrill. UNR graduate, Dr. Emily Dale, provided the research background for the text, and Dr. Gene Hattori edited the final drafts. Exhibits Preparator, Jeanette McGregor designed the installation. With



the retirement of long-time Preparator, Dave Shipman, other staff stepped up to help with installation, notably Curator George Baumgardner, whose assistance was critical to our succeeding. The opening reception, on February 7, had a large turnout that included Congressman Amodei.



In March, NSM staff worked with the Nevada Museums Association and Peter Barton to host the **Nevada Museums Showcase**. Over 20 museums participated, and strong promotion drew 335 visitors from the public. NSM provided demonstrations and behind-the-scene tours all day and evening. During the evening, a special reception for legislators and their families was held. Great Basin Brewery set up a complimentary beer bar offering tastes of their Nevada brews and owner Tom Young pulled the taps himself. Among attending political figures were Congresswoman Dina Titus, Senator Mo Denis, Assemblywoman Lisa Krasner and Assemblyman Howard Watts III.



Personnel

There were two new hires in the third quarter beginning with Don Parkerson as the new Custodian, and Nicolette Johnston as the new Sales and Promotion Rep. Nicolette is a former employee of the LCB and the State Treasurer's Office. A search is underway for a new Preparator.

Facility

Installation of new lighting tracks in the South and Middle Galleries was completed in January. The change provides increased flexibility in the South Gallery for use as a program space, and new fixtures are cost-saving LED. Public Works are working up bid documents for replacing the chiller that failed last year, and cools the Mint and Guild buildings.

Exhibits

The retirement of long-time Preparator, Dave Shipman was keenly felt in the Exhibits workforce. Ongoing maintenance of existing exhibits and displayed artifacts was conducted by remaining staff, along with other duties. Staff de-installed the WWI exhibit in the South Gallery. Staff designed and installed the new *Fueling the Boom* exhibit. They assisted in the removal of the long displayed Henderson motorcycles, and plan to produce mobile exhibit cases for use in displaying similar large objects in the concourse. Staff communicated and coordinated with NSM-LV in the upcoming close of the traveling Fremont exhibit.

Education

Education Department Impact: Staff and volunteers provided museum experiences for 3,458 people in the third quarter. This number includes school group students, plus participants in other education programs as listed below, as well as participants in event related activities, such as the Museum Showcase.

Tour Guide Led Capitol Tours: Volunteers provided State Capitol tours for 1,185 people.

6 requested education programs given offsite at 21st Century Grant schools, and one at the museum.

Frances Humphrey Lecture Series lectures in the quarter were full to capacity necessitating two encore presentations for a total of 364 attendees. Books were sold during author lectures.

Family Fun Saturdays, held on first Saturdays of month, included: January, *Beastly Encounters*, 99 participants, February, Chinese New Year event and activities, 100 participants, and March, Birds' Nests, 53 participants.

A concert event on March 16 was coordinated with the Carson City Symphony and the Carson City Cultural Commission featuring the Rimsky-Korsakov String Quartet, 89 attendees.

Volunteer hours during the quarter: 1606

History Department

Collections

Documenting collections and updating records is ongoing and includes activities to handle accessions, loans, scanning, artifact evaluations and rehousing, artifact preparation for exhibits, research, and responding to and filling research requests.

During the quarter, the Registrar's office has been re-organized, new procedures for processing and tracking loans and accessions have been implemented, and strong working relationships with sister agencies have been instituted and/or reinforced. All of this led and effected by the new registrar, Mary Covington. Both staff members of the History Department assisted in the hiring and training of the new Sales & Promotions Representative, and they trained and supervised a UNR Museum Studies Intern. This time period also saw the reworking of the relationship between the Museum and the Governor's Mansion, Governor's Office, and other state entities into a more equitable situation that also emphasizes stewardship of museum collections on loan to state offices. The return of the USS Nevada Stoldal loan and the long term loans of the Henderson Motorcycles were also executed during this time period.

Notable History, Research and Collection Activities

Behind the Scenes Tours given by both History curators.

Bob Nylen assisted Megg Mueller, editor of Nevada Magazine with her article on the Nevada State Capitol building.

Bob was requested by researchers of the Donovan Mill site in Silver City to visit and advise on its interpretation.

Bob and Mary Covington researched the Holder Mural in the NSM collection that once hung in the Assembly Chamber in the Capitol building back in the early 1980s. Presently, a section of the mural is now on display at the governor's office.

On January 30th the new First Lady and staff visited Indian Hills Curatorial Center and the NSM basement collections to review what paintings and furniture pieces were available to be loaned to the mansion and governor's office.

Staff assisted LCB in the ceremonial use of the original Assembly Chamber in the Capitol by providing the historic and reproduction legislator desks owned by the NSM.

Bob Nylén, Myron Freedman and Peter Barton met with Congressman Mark Amodei and Richard Perry, Administrator of the Nevada Division of Minerals, to discuss contacting U.S. Mint to produce a commemorative medallion for the Carson City Mint, and making contact with Nevada mining for use of silver in special minting on Coin Press No. 1.

Minting Activities

Coin Press No. 1 was examined by Chris DeWitt in January. No sign of equipment cracks or operating problems. Chris took the opportunity to polish the V&T builder's plaque on the machine's face. Now it is ready to meet the public during the Mint 150 year.

Plans made with Genoa's Candy Dance Committee to plan a medallion and minting event in commemoration of the historic event's centennial.



Bob Nylén and Myron Freedman worked with the BEX engraving company to develop a replica 1870 Liberty Seated half dollar to be minted in commemoration of the Mint's sesquicentennial. Tom Rogers, a retired engraver from the U.S. Mint, created the "sculpts" of the obverse and reverse that are used to make the dies. The original half dollar was first minted in April of 1870, the lowest mintage of the eight years they were minted in CC. The replica will be released at a special event on August 1, 2019. Tickets are \$150 and include a planchet to be minted on Coin Press No. 1.

Legislative Leadership ceremoniously minted a new silver medallion to commemorate the 80th Nevada Legislative Session. Staff and volunteers then minted 500 medallions for the Nevada Legislative Counsel Bureau Gift Shop

A new 30mm die featuring the Merci Train was created and medallions minted to mark the 70th anniversary of the arrival of the boxcar in February of 1949.

A new medallion was designed by Myron for the upcoming Transcontinental Railroad completion celebration, and will feature Coach 17, the last piece of rolling stock from the 1869 ceremony. A die will be ready in time for the May events.



Outreach

Curator Bob Nysten gave talks at Carson City Kiwanis Club, and at Sierra Place. Curator Jan Loverin spoke to the Sparks Ladies Luncheon

Myron Freedman appeared on Nevada Newsmakers in January to discuss the Mint's history, and gave a talk to the AARP in Reno.

Anthropology Department

SB-244/ Tribal Outreach and Consultation

NAC Chapter 381 Public Workshop January 24th (Myron, Gene, Rachel, Peter and Anna);

Washoe Tribal Historic Preservation Officer, Darrel Cruz meeting regarding tribal affiliation for NAC Chapter 381 (Myron, Sarah, Anna);

Anna met with Washoe Cultural Resource Advisory Committee (WCRAC) for NAC Chapter 381 and discussed a new basketry gallery;

Walker River Paiute Tribe and Sara Smith meeting for NAC Chapter 381 (Myron and Anna);

Anna met with Battle Mountain Chairman David Carrera and Te-Moak Tribal Chairman Joseph Holley to discuss NAC Chapter 381 also discussed potential workshop for tribal monitors per draft NAC;

Anna met with WCRAC regarding draft NAC Chapter 381;

Anna and Gene hosted Te-Moak tribal members to look at pictures of Tosawihí Quarry, and tour basketry vault and Under One Sky exhibit. Maggie and Anna hosted their visit at Indian Hills view Tosawihí Site collections;

Anna met with Forest Service Tribal Liaison Melyssa Navis regarding NAC /chapter 381;

Anna met with Lost City Curator, Virginia Lucas to discuss NAGPRA-related objects and repatriation.

Events: Rachel received Nevada Arts Council Lei Day grant for \$1,500.

Exhibit: Gene assisted with China Camp exhibit text.

BLM: Julien Pellegrini continuing processing of older Susanville-BLM collections at Indian Hills to assess curation needs. Project funded by BLM-Susanville.

Nevada Indian Commission

Continuing assistance to the Nevada Indian Commission with access to the Stewart Indian School collections and information regarding Stewart Indian School;

Anna attended quarterly NIC meeting to report on tribal consultation and NAC Chapter 381;

Anna attended the Nevada Tribes Legislative Day.

Curation

Continuing intake of archaeological collections from Cortez Mine CRM collection;

Assist Nevada State Parks with artifact and fossil section for Ice Age State Park, and continuing management of the NSM Tule Springs archaeological collection.

Outreach

Gene and Anna assisting UNR Knowledge Center virtual museum project;

Gene guest lecture at UNR for Archaeology class on prehistoric basketry;

Gene presentations at Osher Life Long Learning Institute on Gold Rush archaeology; Newcomers and Neighbors Club of N. Nevada on the NSM's 1889 Winnemucca Lake Fisherman's Cache;

Anna gave two guest lectures on basketry analysis for Dr. Carolyn White's Collections class at UNR.

Behind the Scenes Tours

Gene, Rachel, Julien, and Anna gave Behind the Scenes Tour for Carson City District BLM staff;

Gene, Julien, and Anna hosted Bridgeport and Walker River Tribes for a Behind the Scenes collections tour.

Natural History Department

Curator George Baumgardner was pressed into service to assist with installing new exhibit in South Gallery. This was necessary due to retirement of the exhibit preparator. George also leads our Safety Committee and is revising evacuation procedures to keep pace with new potential hazards. He leads monthly behind the scenes programs, as well as programs for special events.

With the Department of Wildlife and Division of Minerals, Curator Baumgardner assists in evaluating abandoned mines for closure. He is working on new interpretation for the mine exhibit to present information on the hazards of abandoned mines.

In the quarter, Natural History cataloged 480 records of publications and updated the database.

Nevada State Museum Mission Statement

The Nevada State Museum engages diverse audiences in understanding and celebrating Nevada's natural and cultural heritage.

- The museum preserves heritage for long-term public benefit.
- The museum presents heritage through unique and authentic educational experiences, enhanced by an environment of comfort, interaction, and inspiration.
- Audiences learn what makes Nevada special. They gain stronger identity, connection, and validation. They develop a broader point of view and a sense of responsibility.
- The museum extends benefits to the greatest audience, provides leadership in heritage education, and adheres to the highest standards of public-trust stewardship.

Current Operations

The museum is open six days a week, Tuesday through Sunday.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Contracting Agency Name: Division of Museums and History
Nevada State Museum, Carson City
Address: 412 E. Musser Street, Suite 2
City, State, Zip Code: Carson City, NV 89701
Contact: Peter Barton, Administrator
Phone: (775) 687-7340
Fax: (775) 687-4333
Email: Pbarton@nevadaculture.org

and the Independent Contractor doing business as:

Contractor Name: Merit Electric
Address: 7785 White Fir
City, State, Zip Code: Reno, NV 89523
Contact: Rick Jackson
Phone: (775) 853-3444
Fax: (775) 853-3441

WHEREAS, NRS Chapter 381 authorizes the State Board of Museums and History (Board), in whole or in part, to engage in contract services, more specifically:

NRS 381.0035 Private money exempt from statutory requirements governing expenditure of public money; independent contractors.

1. The statutory requirements on the expenditure of public money in chapters 333, 338 and 341 of NRS do not apply to the expenditure of private money.

2. The Board may authorize independent contractors which may be funded in whole or in part from private money.

(Added to NRS by 1989, 1519; A 2005, 1091)

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Museums and History.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.

- C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Museums and History' approval (anticipated to be May 1, 2017).

Effective from:	June 19, 2019	To:	June 30, 2019
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	N/A
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ 3,250.00	For	Labor, materials and equipment for installation of track lighting in the Basket Gallery.
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Total Contract or installments payable:	Upon satisfactory completion of lighting installation.
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Total Contract Not to Exceed:	\$ 3,250.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION; TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
 - A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
 - B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
 - C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **CONTRACT TERMINATION.**
 - A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days notice in the manner specified in Section 4. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
 - B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If 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 is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach 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 breach. Contractor's tort liability shall not be limited.
13. **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, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract, Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment AA*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment AA*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure 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 shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **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.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
 23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Museums and History and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Museums and History. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent Contractor's Title

Signature

Date

Title

Signature

Date

Title

Signature

Date

Title

APPROVED BY BOARD OF MUSEUMS AND
HISTORY

Signature – Board of Museums and History

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

ATTACHMENT AA
INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State Department Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Independent Contractor's Signature

Date

Title

Signature – State of Nevada

Date

Title



7785 White Fir
Reno, NV 89523
T: 775 853 3444
F: 775 853 3441
www.meritelectricreno.com

**Anthropology
Track Lighting
SE19-131
May 7, 2019**

To: Nevada State Museum
Attention: Richard Parker

SCOPE OF WORK:

Provide labor, materials and equipment for the installation of track lighting in the Anthropology Gallery Area.

General Conditions & Clarifications:

1. This proposal is based on standard construction wages utilizing a 40 hr, dayshift work week Monday thru Fridays.
2. Remove the existing track and light fixtures.
3. Install owner provided track and light fixtures.
4. Provide and install (1) Track on double door side of room.
5. Provide and install (1) Track on stair side of room with bend following the wall layout.
6. Provide and install (1) Track above stair landing.
7. Provide 3 way dimming with preset levels.
8. Local 120-volt circuitry will be utilized.

EXCLUSIONS:

- o Overtime, Shift Pay, Acceleration and Escalation costs.
- o Cut, patch, and/or painting.
- o Asbestos and Lead Abatement.
- o Concrete, Asphalt Cutting Removal and Patch.
- o Temporary Power, lighting, and utilities.
- o Trash removal from site.
- o Permits, Bonds and fees.

AMOUNT OF THIS PROPOSAL: \$3,250.00

(Three Thousand Two Hundred Fifty and 00/100 US Dollars)



Payments shall be made every thirty days as the work progresses. The entire amount of the contract shall be paid within thirty days after completion.

Service and Finance Charges are applicable on past due accounts at the rate of 1 ½ percent per month on amounts thirty (30) days past due, which is equal to an annual percentage rate of 18 percent. Such charges are shown as "service charge".

Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,

Signed: Rick Jackson

Note: This proposal may be withdrawn by us if not accepted within ten days of proposal date.

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof. I also agree to pay all reasonable costs, charges and attorney's fees that may accrue hereon after any default in payments.

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____ 20____	Date: _____ 20____

Merit Electric

General Contractor/ Client

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Contracting Agency Name: Division of Museums and History
Nevada State Museum, Carson City
Address: 412 E. Musser Street, Suite 2
City, State, Zip Code: Carson City, NV 89701
Contact: Peter Barton, Administrator
Phone: (775) 687-7340
Fax: (775) 687-4333
Email: Pbarton@nevadaculture.org

and the Independent Contractor doing business as:

Contractor Name: Ricks Floor Covering Inc
Address: 3460 S. Curry St.
City, State, Zip Code: Carson City, NV 89703
Contact: Rick Correlli
Phone: (775) 885-2355
Fax: (775) 885-2387

WHEREAS, NRS Chapter 381 authorizes the State Board of Museums and History (Board), in whole or in part, to engage in contract services, more specifically:

NRS 381.0035 Private money exempt from statutory requirements governing expenditure of public money; independent contractors.

1. The statutory requirements on the expenditure of public money in chapters 333, 338 and 341 of NRS do not apply to the expenditure of private money.

2. The Board may authorize independent contractors which may be funded in whole or in part from private money.

(Added to NRS by 1989, 1519; A 2005, 1091)

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Museums and History.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.

- C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Museums and History' approval (anticipated to be May 1, 2017).

Effective from:	June 19, 2019	To:	June 30, 2019
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	N/A
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ 4,085.00	For	Removal and replacement of flooring in basket gallery.
-------------	-----	--

Total Contract or installments payable:	Upon satisfactory completion of flooring installation.
---	--

Total Contract Not to Exceed:	\$4,085.00
-------------------------------	------------

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
 - A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
 - B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
 - C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **CONTRACTTERMINATION.**
 - A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days notice in the manner specified in Section 4. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
 - B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If 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 is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach 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 breach. Contractor's tort liability shall not be limited.
13. **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, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract, Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment AA*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment AA*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure 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 shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **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.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
 23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Museums and History and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Museums and History. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent Contractor's Title

Signature

Date

Title

Signature

Date

Title

Signature

Date

Title

APPROVED BY BOARD OF MUSEUMS AND
HISTORY

Signature – Board of Museums and History

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

ATTACHMENT AA
INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State Department Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Independent Contractor's Signature

Date

Title

Signature – State of Nevada

Date

Title

FlooringAMERICA

With you every step of the way.

RICK'S FLOOR COVERING

3640 SOUTH CURRY ST.

CARSON CITY, NV 89703

(775) 885-2355 / (775) 885-2387 (FAX)

NV. LIC # 0020658 & # 0070960 / CA. LIC # 915947

FAMASTER 687 4168

PAGE 1 OF 1

DATE 4/5/19

SUBMITTED TO: Rich PARKER / FACILITY MGR	PHONE:
ADDRESS:	JOB NAME: NEVADA STATE MUSEUM - UPSTAIRS LAND.
CITY, STATE, ZIP:	JOB LOCATION: 600 N th CARSON ST. CC NV

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

FURNISH AND INSTALL SHAW CONTRACT LVT STYLE - STRAND

COLOR - WOOL 16115 IN UPSTAIRS LANDING AND ELEVATOR

INSTALL NEW 4 inch RUBBER BASE AND BULLNOSE AT TOP STEP

DEMO EXISTING CARPET - HAUL - AWAY

TOTAL 4,085.00

Thank you



NOTE: THIS PRICE IS GOOD FOR 30 DAYS AND MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

NO JANITORIAL WORK, DOOR CUTTING AND/OR PAINT TOUCH UP INCLUDED IN PRICE.

WE HEREBY PROPOSE TO FURNISH MATERIAL LABOR, COMPLETED IN ACCORDANCE WITH ABOVE SPECIFICATIONS. WITH PAYMENT TO BE MADE AS FOLLOWS: 10% UPON SIGNING CONTRACT, 40% UPON ORDERING MATERIALS AND 50% DUE UPON COMPLETION.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: _____

DATE: _____