NOTICE OF PUBLIC MEETING & AGENDA

Board of Museums and History

December 5, 2024, 9 AM – 4 PM December 6, 2024, 9 AM – 1 PM

Meeting Location

This meeting will be an online meeting via MS TEAMS, accessible via electronic devices (certain cell phones, iPads, and computers) connected to the internet with listening and microphone capabilities. Video camera capability will also allow users to watch others in the meeting who are also using a video camera. The in-person meeting option will be held starting at 9AM, December 5-6, 2024:

Lower Colorado Basin Region Training & Conference Center 500 Date Street, Building 100, Conference Room 100/102, Boulder City, Nevada 89005

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 259 814 749 246

Passcode: CGgFr6

Dial-in by phone

+1 775-321-6111,,317289538# United States, Reno

Find a local number

Phone conference ID: 317 289 538#

+ = ASSOCIATED REPORTS AND DOCUMENTS IN BOARD MATERIALS

• Meetings are audio-recorded and/or transcribed as part of the public record. Members of the public wishing to call in may do so by dialing (775) 321-6111 and use the phone conference ID:

- 317 289 538#
- Action may be taken on those items denoted "For possible action."
- At the discretion of the chair: items on the agenda may be taken out of order; two or more agenda items may be combined; agenda items may be removed from the agenda or delay discussion relating to an item, at any time.
- 1. Call for the start of the recording of the meeting. Chair of the Nevada Board of Museums and History and Staff.
- 2. Call meeting to order. Board Chair.
 - a. All meeting participants should leave their microphones muted when not speaking to reduce audio feedback issues.
 - b. During discussion periods, Board members wishing to speak should use the "raise your hand" function via MS TEAMS and the chair will call on you in order of request. Please remain muted until you are called upon.
 - c. Board members are also encouraged to use the chat function to provide input and/or questions.

- 3. Call for confirmation that the meeting was properly posted. Board Chair and Staff.
- 4. Call for the roll call of Board and determination of quorum. Board Chair and Staff.
- 5. Public comment announcement. Board Chair (Informational only).
 Public comment on both agenda and non-agenda items is welcomed by the Board. There are three periods of public comment during a meeting of the Nevada Board of Museums and History: at the beginning of meeting, at the end of meeting, and after discussion of each action item on the agenda, but before voting on the item. No action can be taken during the public comment period.
 Because of time considerations, the period for public comment 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. Speakers, including Board members, must identify themselves before speaking.
 Public comment options may include, without limitation, written public comment submitted to this public body via mail or email.
- 6. Acceptance of minutes. Board Chair and Staff. (All items for possible action)
 - a. SEP 13, 2024 Board of Museums & History Meeting summary of minutes +
 - b. NOV 15, 2024 Board of Museums & History Marketing & Technology Committee minutes + Minutes available on the DMH website: https://nvmuseums.org/meetings-agendas-minutes/
- 7. Board Announcements and Meeting Dates. Board Chair. (All items for possible action)
 - a. Groundbreaking Event: Nevada State Railroad Museum, Boulder City
 - b. 2025 Meeting Dates and Locations

March 7 (FRI) – Nevada State Museum, Carson City
June 5-6 (THU-FRI) – Nevada State Railroad Museum, Boulder City
September 11 (THU) – Nevada State Railroad Museum, Ely
December 5 (FRI) – Lost City Museum, Overton

8. Ethics Presentation 9:30 - 11AM +

The Board of Museums & History will receive training from the Nevada Commission on Ethics.

- 9. Nevada Department of Tourism and Cultural Affairs. Brenda Scolari, Director.
 - a. Department Update. Brenda Scolari.
 - b. Marketing and Communications Report. Francine Burge.
- 10. Administrator's Report. Daniel P. Thielen, DMH Administrator. (For possible action unless otherwise

noted)

- a. General Report
- b. 2025 Legislature BDR Update
- c. East Ely Update
- d. NAGPRA Report +

- 11. Nevada State Historic Preservation Office. Robin K. Reed, Acting Administrator / Deputy. (All items for possible action unless otherwise noted)
 - a. Staff report +
 - b. National Register of Historic Places Multiple Property Documentation Form (MPDF): Historic Places Associated with Latinos in Nevada, 1864-2000 +
 - c. National Register of Historic Places nomination: Culinary Union Local 226 Headquarters Building, Las Vegas, Clark County, Nevada. +
- 12. Chair's Report. Anthony Timmons, Board Chair (All items for possible action)
 - a. CCCHP Grant Funding Update
 - b. Contract: Sheridan Press +
 - c. Contract: DeLong +
 - d. Contract: Herz +
 - e. Committee Updates
 - 1. Consideration of NAGPRA group/committee
- 13. Board Committee Updates (All items for possible action)
 - a. Marketing and Technology (Chair: Seth Schorr)
 - b. Buildings & Grounds (Chair: Bert Bedeau)
 - c. Finance (Chair: Michelle Schmitter)
 - 1. Morgan Stanley update
 - d. Membership (Chair: Mercedes de la Garza)
 - e. Museum Store (Chair: Jan Peterson)
 - f. East Ely Depot (Chair: Tony Timmons)
 - 1. 2025 meeting dates: February 5, May 7, August 6, November 5
 - g. Legislative Affairs Committee (Chair: Mark Slaughter)
- 14. Consent Agenda. All items, a-d, for possible action. Items may be combined for a single vote. Board members may pull any item for discussion and/or separate vote.

Items:

- a. Restricted \$1000 to NSMCC from Visit Carson City +
- b. Restricted \$105 to NSMCC from Richard & Terry Long +
- c. Restricted \$45 to NSMCC from Aletha & Brad Eyre +
- d. Request, Nevada State Museum, Las Vegas: Additional Museum Store Spending Authority +
- 15. Museum Reports (All items for possible action unless otherwise noted)
 - a. Nevada State Railroad Museum, Boulder City +
 - b. Nevada State Museum, Las Vegas +
 - c. Lost City Museum, Overton +
 - d. East Ely Railroad Depot Museum, Ely +
 - e. Nevada State Railroad Museum, Carson City +
 - f. Nevada State Museum, Carson City +
 - g. Nevada Historical Society, Reno +

- 16. Private funds budget adjustments current year. (For possible action)
 - a. Changes approved by the Division Administrator
 - 1. BA 5035 \$1000, Rowley Invoice +
 - 2. BA 5037 \$225, Color Reflections +
 - 3. BA 5037 \$687.14, Lowes +
 - b. Changes requested from the Board over \$5,000
- 17. Board member comments on non-agendized items. (Discussion only)
- 18. Future Board agenda items (Discussion only). 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.
- 19. Public Comment Announcement. Board Chair. (Informational only)
 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. Public comment options may include, without limitation, written public comment submitted to the public body via mail or email. Speakers must identify themselves before speaking.
- 20. ADJOURNMENT

NOTICE POSTING LOCATIONS

https://notice.nv.gov

http://museums.nevadaculture.org

NEVADA DIVISION OF MUSEUMS & HISTORY

412 E. Musser St., Suite 2, Carson City, Nevada 89701

The public may acquire this notice and agenda and supporting materials, pursuant to NRS 241.020(2) by contacting Mike Malone, Administrative Assistant III, Division of Museums and History, (775) 687-7340, or via email to mpmalone@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 provide reasonable accommodation for members of the public who have a disability 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.

SUMMARY OF MINUTES

Board of Museums and History Meeting

September 13, 2024

This meeting was held at the Nevada Historical Society, 1650 N. Virginia St., Reno, Nevada 89503, and online via MS TEAMS.

BOARD MEMBERS PRESENT

Anthony Timmons, Chair
Mercedes de la Garza, Vice Chair
Bert Bedeau
Rochanne Downs
Nathan Harper
Daniel Markoff
Dora Martinez
Jan Petersen
Michelle Schmitter
Seth Schorr

STAFF PRESENT

Mark Slaughter

Brenda Scolari, Director, Department of Tourism & Cultural Affairs

Mary Ellen Kawchack, Chief Deputy Director, Department of Tourism & Cultural Affairs

Francine Burge, Marketing & Communications Manager, Department of Tourism & Cultural Affairs

Harry Ward, Deputy Attorney General, Nevada Office of the Attorney General

Daniel Thielen, Administrator, Nevada Division of Museums & History

Daphne DeLeon, Administrative Services Officer, Nevada Division of Museums & History

Josh Bonde, Director, Nevada State Museum, Carson City

Hollis J. Gillespie, Director, Nevada State Museum, Las Vegas

Christopher MacMahon, Director, Nevada State Railroad Museum, Boulder City

Catherine Magee, Director, Nevada Historical Society

Sean Pitts, Director, East Ely Railroad Depot Museum

Tracey Sprague, Director, Lost City Museum

Kelly Brant, Coin Press & Membership Programs Manager, Nevada State Museum, Carson City

Anna Camp, Anthropology Tribal Liaison/NAGPRA Coordinator, Nevada State Museum, Carson City

Mike Malone, Administrative Assistant, Nevada Division of Museums & History

ATTENDEES

Robin Reed, Acting Administrator / Deputy SHPO

Jean-Guy Dubé, National & State Register of Historic Places Coordinator, SHPO

Georgie De Antoni, Archaeologist, SHPO

Lori Rayner, Archaeological Reviewer, SHPO

Joe Curtis, Chair, Comstock Historic District Commission

Alicia Barber, Ph.D., Founder, Stories In Place

Lynn Bremer

Demetrice Dalton, Executive Director, Our Story, Inc.

Kenneth Dalton, Founder/President, Our Story, Inc.

George Hardaway, Board Member, Our Story, Inc.

Michael Knapp

Noah Levingston, Board Member, Our Story, Inc.

Helen Townsell, Author, A Cry For Help

1. Call for the start of the recording of the meeting. Chair of the Nevada Board of Museums and History and Staff.

Chair Anthony Timmons called for the start of the meeting recording.

2. Call meeting to order. Board Chair.

Chair Timmons called the meeting to order.

- 3. Call for confirmation that the meeting was properly posted. Board Chair and Staff.

 Michael Malone, AAIII, confirmed the meeting was posted in accordance with open meeting law.
- 4. Call for the roll call of Board and determination of quorum. Board Chair and Staff.

 Chair Timmons called for roll. AA Malone took roll and confirmed there was a quorum for the meeting.
- 5. Public comment announcement. Board Chair.

No public comment was given.

- 6. Acceptance of minutes. Board Chair and Staff. (All items for possible action)
 - a. JUN 20, 2024 Board of Museums & History Meeting summary of minutes

 Member Downs moved to accept with the corrections Member Bedeau provided to the Division

 office; Member Bedeau seconded. Motion passed with the majority of members present,
 including the chair.
 - b. AUG 23, 2024 Board of Museums & History Special Meeting summary of minutes Member Downs moved to approve the minutes; Member Petersen seconded. Motion passed with the majority of members present, including the chair.
 - c. SEP 4, 2024 Board of Museums & History Buildings & Grounds Committee summary of minutes Member Petersen moved to approve the minutes; Member Harper seconded. Motion passed with the majority of members present, including the chair.

Minutes available on the DMH website: https://nvmuseums.org/meetings-agendas-minutes/

- 7. Board Announcements and Meeting Dates. Board Chair. (All items for possible action)
 - a. 2024 Public Meeting Dates and Locations

 December 6 Nevada State Railroad Museum, Boulder City
 - b. 2025 Meeting Dates and Locations

March 7 (FRI) – Nevada State Museum, Carson City June 5-6 (THU-FRI) – Nevada State Museum, Carson City September 11 (THU) – Nevada State Railroad Museum, Ely December 5 (FRI) – Lost City Museum, Overton

Member Petersen moved to accept the proposed 2024-2025 meeting dates; Member Downs seconded. Member Downs inquired about how changes to the meeting dates are determined after they've been decided. Administrator Thielen noted the date change for the meeting in question was due to his availability. Motion passed with the majority of members, including the chair.

- 8. Nevada Department of Tourism and Cultural Affairs. Brenda Scolari, Director.
 - a. Department Update. Brenda Scolari.

Director Scolari shared that the Department of Tourism and Cultural Affairs (DTCA) budget has been submitted to the Governor's office and will be presented on September 21st. DTCA is in the process of rebranding with Francine Burge, DTCA PIO, and partner, Estipona, having worked to develop and communicate the Division's strategic and marketing plans. DTCA is managing the America 250 celebration for the State in coordination with numerous agencies. The Governor's Conference on Tourism will be held October 29-30. The conference has not been held since 2019 and Director Scolari invited members to attend. DTCA partnered with the Nevada Museum of Art in Reno to sponsor the Sea Dragon exhibit with the museum's first foray into the natural science area, making a natural partnership. Director Scolari continued that a Paleontology Passport has been created and the partnership should highlight the State Museums for visitors to the Nevada Museum of Art. Administrator Thielen adds that the Division is very excited about the program, adding that the program will become accessible with an online presence. Member Bedeau inquires if the America 250 initiative being presented to the Nevada Legislature will partner with additional agencies such as State Historic Preservation Office (SHPO). Director Scolari stated the Department is funding the initiative and will be reaching out to other state agencies. Administrator Thielen stated there have been conversations with other agencies and they've expressed great enthusiasm for the project.

b. Marketing and Communications Report. Francine Burge.

Francine Burge shared that all museums can create their own graphics using Canva to provide greater flexibility with outreach. Ms. Burge stated that online ticketing has been accomplished at the Boulder City Railroad Museum and that March 31st, 2025, is Nevada Culture Day at the Nevada Legislature. Member Downs asked what Culture Day pertained to. Ms. Burge responded that, broadly, it's an opportunity to showcase museums' offerings and provide advocacy at Legislature. Chair Timmons asked Member Schorr and the Marketing & Technology Committee to partner with Ms. Burge regarding CRM Software and social media guidelines. Member Martinez requested that when the website is updated, she be included to help determine the accessibility. Member Martinez added that the online ticketing noted for Boulder City needed work to be fully accessible. Administrator Thielen thanked Member Martinez for testing the software. Member

Martinez reminded the Board that the new rule requires museums to be compliant within two years.

- 9. Administrator's Report. Daniel P. Thielen, DMH Administrator. (For possible action unless otherwise noted)
 - a. General Report

Administrator Thielen stated the budget submitted to the Governor was aggressive in emphasizing the need to get museums fully staffed in a way that meets industry standards, and reflects the anticipated growth articulated in the strategic plan. Administrator Thielen added that ten new positions have been requested to fully staff the museums. Member Downs inquired about the new position requests with regard to NAGPRA, due to federal compliance requirements. Administrator Thielen indicated the positions are primarily curatorial due to an immediate need for those positions and the strategic plan for the next biennium will address other staffing needs, such as NAGPRA positions.

b. Capital Improvement Projects Update

Administrator Thielen shared that the CIP overview was provided to the Buildings & Grounds Committee and the State Public Works Division has no reservations getting through the bid protest to move to construction phase in Boulder City. The Boulder City master plan is nearly complete and currently working through the accessibility elements. Administrator Thielen updated the HVAC system retrofit design at the Topsy Lane curatorial center is 65% complete. The extensive repairs at the Nevada Historical Society will require the museum to shut down from January 2025 through June 2026. The collections will need to be removed and replaced after construction and the museum will have an extensive outreach program during the closure. Chair Timmons asks if the Governor and Lt. Governor are aware of the closure. Administrator Thielen and Director Scolari stated they'll confirm they'll remain apprised of developments. Member Downs expressed concerns over the security and preservation of collections. Director Catherine Magee stated the museum is partnering with other state museums to determine opportunities and Debra Brastoff, Collections Manager, has been exploring options for the protection of collections needing to move. Administrator Thielen noted the concerns and stated this priority is something the Division takes seriously. State Museum Carson City is assisting, particularly with the sensitive items.

Administrator Thielen continued that the second biggest item on the CIP request is compact shelving for collections. Member Downs expressed concerns regarding both available funding for retrofitting an existing facility and space for what's needed at a museum, suggesting legislators be made aware to engender support. Chair Timmons stated Culture Day at the Legislature will help with that outreach. Administrator Thielen expressed similar concerns and stated there are elected officials who would love to support museums, but there are obstacles with federal earmarks. Chair Timmons asked committee chairs Slaughter (Legislative Affairs) and Bedeau to explore the history and opportunities to assist museums with navigating opportunities for securing resources.

c. 2025 Legislature BDR Update

Administrator Thielen informed the Board of three priority requests; two affecting language changes to NRS to align with current collections management, and the disposition of federal funds with relation to the Board. A third priority is to address staffing vacancies.

d. East Ely Update

The hope is that a summary disposition pertaining to the lawsuit will be issued, however, construction is halted on the modernization of the Freight Building and seismic retrofit to the Depot, meaning funding of \$9 million is on hold pending resolution. Due to this, access to federal and state funding has been compromised and a future bond reissue would be the remedy.

e. NAGPRA Report

Anna Camp, Anthropology Tribal Liaison / NAGPRA Coordinator, informed the Board that new NAGPRA regulations were passed that preciptated a restructuring of staff working on NAGPRA-related items to align with new regulation. Dr. Camp also updated on the collaboration to provide a suitable and secure space for housing remains in partnership with tribal representatives. Member Downs shared that with the change in the law and terminology, the mandates have increased and it not just human remains being reviewed, adding that it will be an ongoing process indefinitely, but emphasized the importance of transparency. Administrator Thielen underscored the importance of transparency throughout this work. Chair entertained a question from Demetrice Dalton during public comment pertaining to the process for identifying an artifact that may not belong here, and if other states have a process with artifacts they may have that do belong here. Dr. Camp responded that National Park Service has with the new regulations, published a list of tribal historic preservation officers across the country to improve the work toward repatriation and information sharing.

10. Nevada State Historic Preservation Office. Robin K. Reed, Acting Administrator / Deputy. (All items for possible action unless otherwise noted)

a. Staff report

Deputy Administrator, Robin K. Reed, updated the Board that Rebecca Palmer had recently retired and that Deputy Reed would also be serving as acting administrator during the transition.

b. National Register of Historic Places nomination for the Black Springs Volunteer Firehouse, Reno, Washoe County.

Acting Administrator Reed stated the Black Springs Volunteer Firehouse is significant under Criterion A, in the areas of ethnic heritage and provided the Board a brief history of the site and significance.

Member Bedeau stated the nomination was outstanding and acknowledged the work of Alica Barber and ZoAnn Campana, as well thanking the members of the community who were present in support of the nomination. Member Bedeau cited one correction to the period of significance, specific to what used to be known as "Bulletin 16A", noting the period of significance should be listed as 1970-1975, if submitted after January 1, 2025.

Alicia Barber credited the community of Black Springs and a number of key contributors present at the meeting who were instrumental in recording the historical events leading to the nomination. Member Markoff inquired as to the distinction of his building compared with others that are comparable. Kenneth Dalton, Founder and President of Our Story, Inc., informed the Board that the State of Nevada's first African American Fire Chief in Nevada was from the site, which was important to the State, not just the Black Springs community. Mr. Markoff acknowledged the contribution of the individual and asked about the significance of the building itself. Member Bedeau stated the community's effort to withstand discrimination and the building is a testament to the resilience of the community in the 20th Century in the face of that discrimination. Member Bedeau continued that the nomination was wonderfully written and documents the challenges the members of that community encountered. Member Bedeau also reminded the Board the National Register does not have to rise to the level of significance at the

state level and it is important at the local level, to the local community and it tells a very important story. Mr. Markoff asked why this wouldn't apply to any building in the community. Member Bedeau replied that it may very well apply to other sites as they meet the necessary criterion. Member Bedeau also reminded this is consistent with the broader initiative to recognize fire halls and fire stations across Nevada. Member Dora Martinez thanked the participants who made the link accessible to everyone to be able to review and appreciate the nomination. Member Downs expressed that the significance for many buildings or facilities is beyond just the structure itself. Additionally, Member Downs noted the broader context may not have documentation available to formally recognize the significance of a particular location and concluded that those who have done the time-consuming work and their diligence to complete the effort should be commended. Mr. Dalton provided additional history for how the nomination process began. Ms. Helen Townsell recounted experiences with the loss of structures due to the lack of resources and how the fire department came to be built. Ms. Townsell also stressed that the history of the Black Springs Volunteer Fire Department is not just black history about that community, it's Nevada history. Ms. Townsell invited members to visit the community to best appreciate the historical significance. Mr. George Hardaway shared that he is a retired history teacher and related the importance of sharing this legacy with younger generations to better understand the importance of the volunteer fire department and the community as a whole. Member de la Garza moved to approve the nomination for the Black Springs Volunteer Fire Department as written. The motion was seconded by members Bedeau, Harper and Petersen. Chair Timmons clarified if the motion included the correction submitted by Member Bedeau. Vice Chair de la Garza amended her motion to include the correction pertaining to period of significance. Members Bedeau, Harper and Petersen amended their second. Motion passed with the majority of members present, including the chair.

- f. National Register of Historic Places nomination for the LULAC Multi-Purpose Senior Center in Las Vegas, Clark County.
 - Member Bedeau cited numerous improvements to the nomination since it was last brought to the Board and recommended the nomination move forward.
 - Member Bedeau moved that the updated nomination for the LULAC Multi-Purpose Senior Center be approved; Members de la Garza and Harper seconded. Motion passed with the majority of members present, including the chair.
- g. Board Request: Update on the status of the Comstock Historic District Commission (CHDC) and the Comstock History and Preservation Officer.
 - Acting Administrator Reed updated that there was a recent departure and the position for an architectural historian would be posted soon.
- 11. Chair's Report. Anthony Timmons, Board Chair (All items for possible action)
 - a. CCCHP Grant Funding Update

 Chair Timmons and Member Downs shared that exact fund amounts will be provided in subsequent meetings.
 - b. Committee Updates
 - 1. Legislative Affairs Committee Appointments
 Chair Timmons shared that member Slaughter will be chair of the committee with member Downs also being on the committee.
 - 2. New Committee Appointments
 Chair Timmons stated he will be chairing the East Ely Depot Committee.
 - c. 2025 Committee Meeting Schedule

1. East Ely Depot Committee

2025 committee meeting dates will be, February 5, May 7, August 6, November 5

- 12. Board Committee Updates (All items for possible action)
 - a. Buildings & Grounds (Chair: Bert Bedeau)

Chair Bedeau shared that the committee discussed pending work on hold at the East Ely Depot, the pending work at the Nevada Historical Society, the status of the Topsy Lane HVAC repair, the suggestion to get an historic structures report for the Lost City Museum, and how the committee might benefit administration with early review of plans in the project development process. Chair added that the committee considered potential termination of lease and potential use of the building being leased by the Carson City Chamber of Commerce on the property of the Nevada State Railroad Museum, Carson City.

- b. Finance (Chair: Michelle Schmitter)

 Chair Schmitter updated the Board that the committee didn't meet but had sought information from Morgan Stanley pertaining to the endowment work.
- d. Marketing and Technology (Chair: Seth Schorr)

 Chair Schorr stated the committee will have an upcoming meeting in the second quarter that will include suggestions from the Board.
- e. Membership (Chair: Mercedes de la Garza)

 Chair de la Garza informed the Board the Membership Committee did not meet in the 1st quarter.
- f. Museum Store (Chair: Jan Peterson)

 Chair Petersen informed the Board the Museum Store Committee did not meet in the 1st quarter.
- f. East Ely Depot (Chair: Tony Timmons)
- 13. Consent Agenda. All items, a-f, for possible action. Items may be combined for a single vote. Board members may pull any item for discussion and/or separate vote.

Items:

- a. Restricted \$5000 to NSMCC from the John and Grace Nauman Foundation
- b. Restricted \$5000 to NSMCC from the Clark G. and Jean M. Russell Family Trust
- c. Restricted \$300 to NSMCC from Elaine Manoukian
- d. Restricted \$150 to NSMCC from Diane Boone
- e. Restricted \$500 to NHS from Loren Little
- f. Unrestricted \$19,666.66 to LCM from the Robert J. and Joyce N. Caproni Revocable Trust Member Petersen moved to accept items 13 a-f as consent agenda, Vice Chair de la Garza seconded. Motion passed with the majority of members present, including the chair.
- 14. Museum Reports (All items for possible action unless otherwise noted)
 - a. Nevada Historical Society, Reno
 - 1. Contract: Sheridan Press
 - b. Nevada State Museum, Carson City
 - c. Nevada State Museum, Las Vegas
 - d. Lost City Museum, Overton
 - e. Nevada State Railroad Museum, Boulder City
 - f. East Ely Railroad Depot Museum, Ely
 - g. Nevada State Railroad Museum, Carson City

- 15. Private funds budget adjustments current year.
 - a. Changes approved by the Division Administrator
 - b. Changes requested from the Board over \$5,000
- 16. Board member comments on non-agendized items.

Member Harper reminded the Board the upcoming Nevada Museums Association meeting would take place in Tonopah, October 16-18. Vice Chair de la Garza updated that Guy Clifton passed away September 7, 2024, and shared several of his many contributions toward the cultural advancement of the Silver State.

- 17. Future Board agenda items (Discussion only). Recommendations by Board members regarding topics for future agenda items for the Board can be made under this agenda item.
 - America 250 update
 - 36 CFR Curation Standards
 - New NAGPRA regulations
 - SHPO outreach
 - Public Works bid protest update
 - Date for Boulder City groundbreaking event
- 18. Public Comment Announcement. Board Chair.

No public comment was given.

19. ADJOURNMENT

Chair Timmons adjourned the meeting.



NOTICE OF PUBLIC MEETING & AGENDA

Board of Museums and History Marketing and Technology Committee

Friday, November 15, 2024, at 2:00 PM The meeting was held online via MS TEAMS conference.

- 1. Call for the start of the recording of the meeting. Committee Chair.

 Committee Chair, Seth Schorr, asked for the start of the meeting transcription.
- 2. Call meeting to order. Committee Chair. *Chair Schorr called the meeting to order.*
- 3. Call for confirmation the meeting was properly posted. Committee Chair and staff.

 Chair Schorr called the meeting to order. Administrative Assistant, Michael Malone, confirmed the meeting was posted in accordance with Nevada's open meeting law.
- 4. Call for the roll call of Committee and determination of quorum. Committee Chair and staff. *Roll was taken by AA Malone and a quorum was confirmed.*
- 5. Public comment announcement. Committee Chair. *No public comment was given.*
- 6. Discussion pertaining to the Social Media Strategy with the Department of Tourism & Cultural Affairs. (for possible action)

The Department of Tourism and Cultural Affairs, in collaboration with the Estipona Group, is creating social media guides for all state museums to:

- Provide continuity, best practices, and templates.
- Maintain each museum's authenticity while professionalizing their online presence.
- Highlight engaging, behind-the-scenes content to captivate audiences.
- Guides will include Canva templates for streamlined content creation.
- Proposal for quarterly strategy sessions among museum social media coordinators to share ideas and improve practices.
- Introduction of GPT-powered tools (e.g., custom ChatGPTs) to enhance content creation efficiency.

- 7. Discussion on how the Marketing & Technology Committee will report on progress by the Estipona Group to the Board of Museums & History. (for possible action)
 Estipona Group will share metrics on website traffic, social media engagement, and progress relative to the strategic plan.
 The committee plans to align reports with the board's strategic goals and explore industry
 - The committee plans to align reports with the board's strategic goals and explore industry collaboration (e.g., partnerships with marketing teams from heritage institutions like the Mob Museum and Neon Museum).
- 8. Discussion pertaining to the HubSpot (CRM) Integration Plan. (for possible action)

 Customer Relation Management (CRM) implementation begins January 2025, with museums tasked to consolidate contact lists.
 - Initial emails will focus on relationship building, avoiding aggressive marketing to establish trust.
 - Future plans include cross-promoting museum events and integrating ticketing data for targeted campaigns.
 - Emphasis on thoughtful rollout to ensure legal compliance and maximize engagement.
- 9. Other Discussion Items.
 - Suggested inclusion of marketers from other cultural institutions (e.g., Mob Museum, Neon Museum) as subcommittee members.
 - Goal: Leverage external expertise, foster partnerships, and integrate museum offerings into broader visitor itineraries.
- 10. Public Comment Announcement.

No public comment was given.

11. ADJOURNMENT

Chair Schorr adjourned the meeting.

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 89701

The public may acquire this meeting notice, agenda and supporting materials, pursuant to NRS 241.020(2) by contacting Michael Malone, Administrative Assistant III, Division of Museums and History, (775) 687-7340, ext. 301, or via email, to mpmalone@nevadaculture.org. Supporting documents are available from the Nevada Division of Museums and History at 412 E. Musser Street, Suite # 2, Carson City, Nevada 89701.



ETHICS LAW BASICS

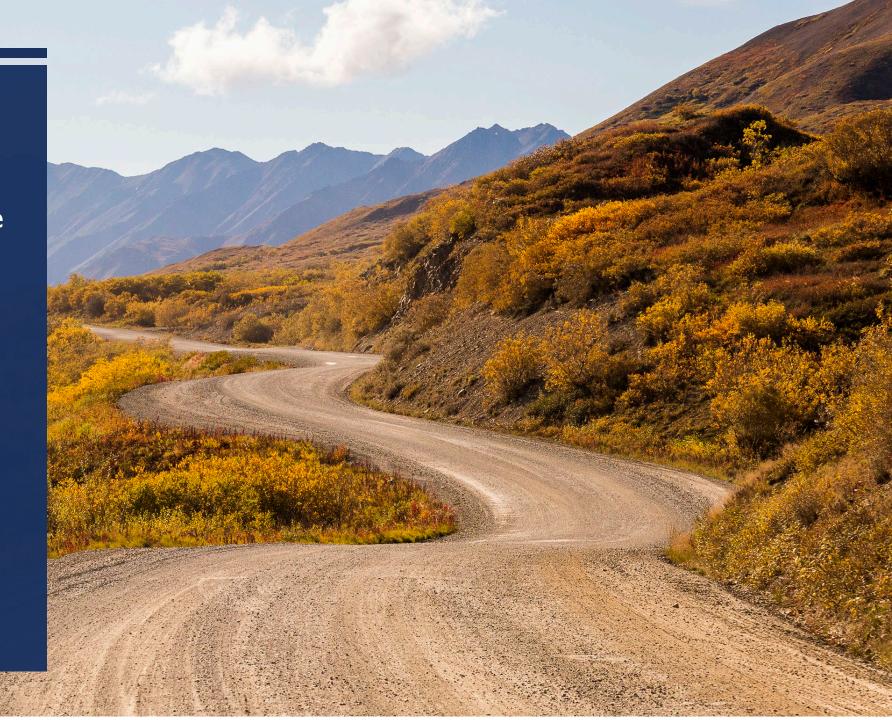
BOARD OF MUSEUMS AND HISTORY





ROADMAP

- Why Ethics Matters
- Barriers to Compliance
- What We Do
- Who and What is Covered
- Key Areas of the Law
 - Improper Benefits
 - Disclosure & Abstention
 - Cooling Off
- Resources & Contacts







STAY ON THE PATH

"A public office is a public trust and shall be held for the sole benefit of the people"

NRS 281A.020



WHY DOES ETHICS MATTER?

Dissolves Trust in Government

Undermines Efforts of Public Servants

Government for the People



BARRIERS TO ETHICAL CONDUCT IN PUBLIC SERVICE

- Lack of awareness of ethics laws and best practices
- Limited knowledge about where to find ethics resources
- Contradiction between normative practices in private sector and public sector ethics laws and best practices
- Pressure from supervisors, vendors, legislators, and more
- Societal pressures





MAJOR FUNCTIONS OF THE COMMISSION



Education and Outreach about Nevada's Ethics Law



Provide Advisory Opinions to public officers and employees about Nevada's Ethics Law



Receive and process
Complaints alleging
violations of Nevada's Ethics
Law

Prevention

Enforcement



THE NEVADA COMMISSION ON ETHICS – NRS 281A

Commissioners are prohibited from:

- Serving more than two consecutive, 4-year terms
- Holding another public office
- Being actively involved in the work of any political party or campaign
- Lobbying

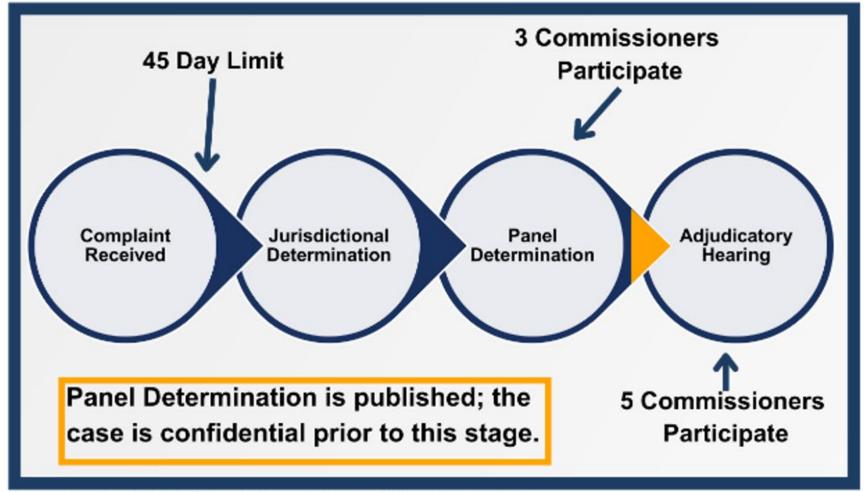
*Make-up of the Commission:

- No more than 4 members can be from the same political party or reside in the same county.
- 1 must be a Nevada Licensed attorney.
- 2 Commissioner appointments must be former public officers/employees.





COMPLAINTS PROCESS





ADVISORY OPINION PROCESS

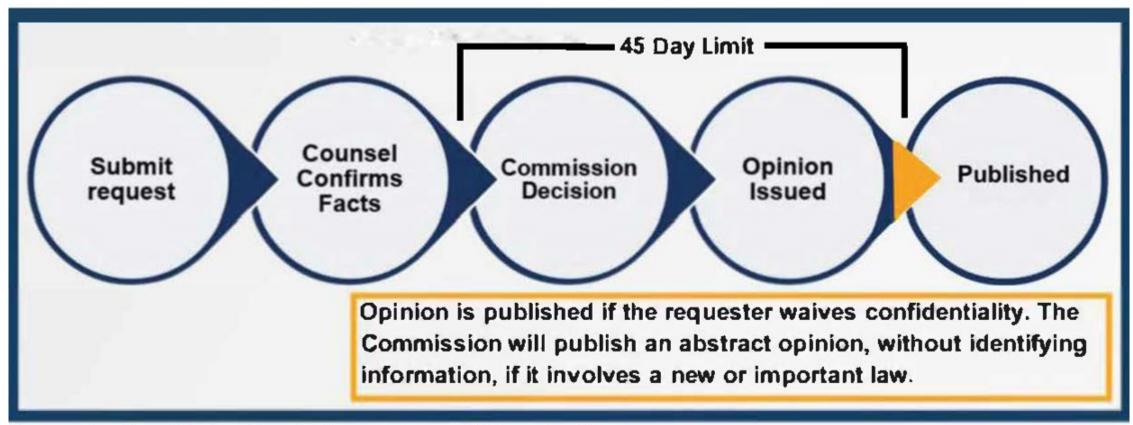


Image developed by the Nevada Commission on Ethics using Canva_{TM}.



DISPOSITION OPTIONS – EXAMPLES OF PENALTIES

No Violation

Letter of Caution/Instruction

Non-willful

Training

Mandated Apology

Admonishment

Payback financial benefit

Conditions on future behavior

Willful

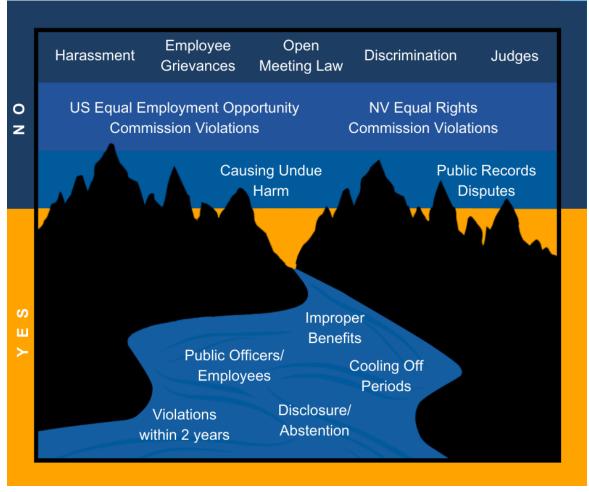
Any remedy or penalty available for non-willful

Civil Penalties
Up to \$5k, \$10k, or \$25k

Petition for removal of the public officer

WHAT FALLS UNDER THE JURISDICTION OF THE ETHICS COMMISSION?







COMMITMENT IN A PRIVATE CAPACITY - NRS 281A.065



Spouse / Domestic Partner



Member of Household



3rd Degree of Consanguinity / Affinity



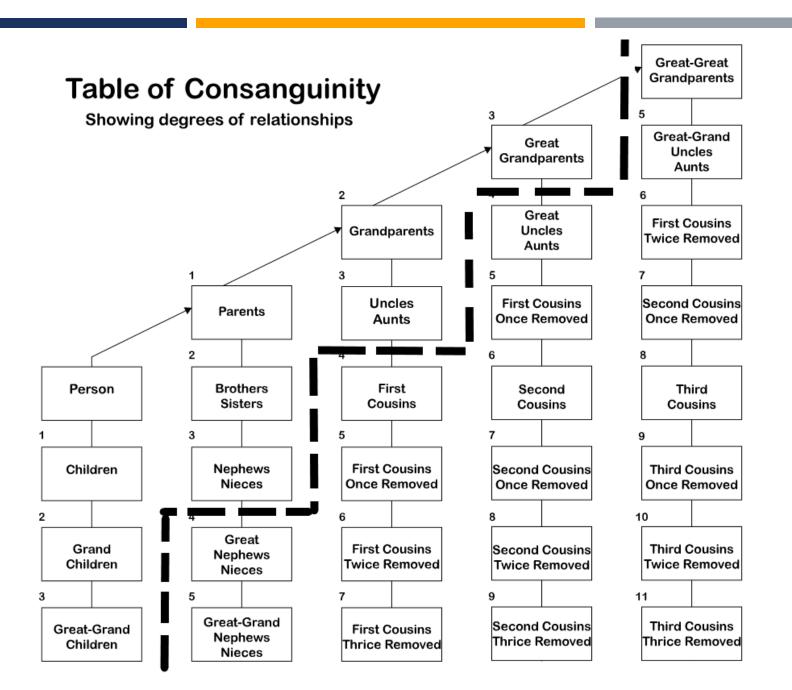
Employer



Substantial and Continuing Business Relationship



Substantially Similar





3 MAIN AREAS OF THE ETHICS LAW









THE CASE OF JO-JO BEAR



IMPROPER BENEFIT – GOVERNMENT RESOURCES



Use Government Position



Benefit/Gift/Loan for Themself or Someone They Have a Private Commitment



Potential Ethics Violation



IMPROPER BENEFIT - GIFTS



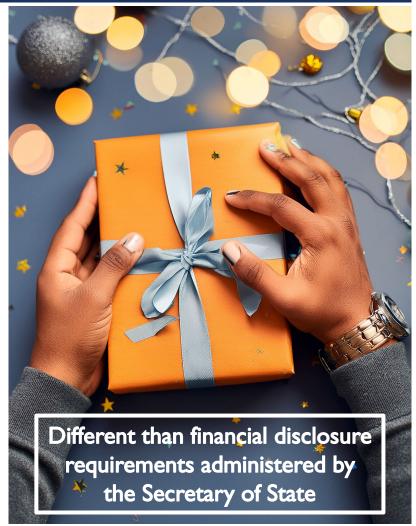


IMPROPER BENEFIT - GIFTS

 No gifts, services, favors, or engagements that "tend improperly to <u>influence a reasonable person</u> to depart from the faithful and impartial discharge of duties" NRS 281A.400(1)

Facts to Consider

- I. Accept or seek out the gift?
- 2. Value of the Gift
- 3. Nexus between the "gifter" and "giftee's" decision



- Economic opportunity using public position (NRS 281A.400(1))
- Unwarranted privileges, preferences, exemptions or advantages using position (NRS 281A.400(2))
- Negotiating a contract with self or for others with current agency (NRS 281A.400(3))
- No salary or compensation from private source for performance of public duties NRS 281.400(4)
- Benefit to self or other using influence over a subordinate (NRS 281A.400(9))
- Honorarium for speaking (NRS 281A.510)
- Contracting with government (NRS 281A.430)



IMPROPER BENEFIT – GOVERNMENT RESOURCES



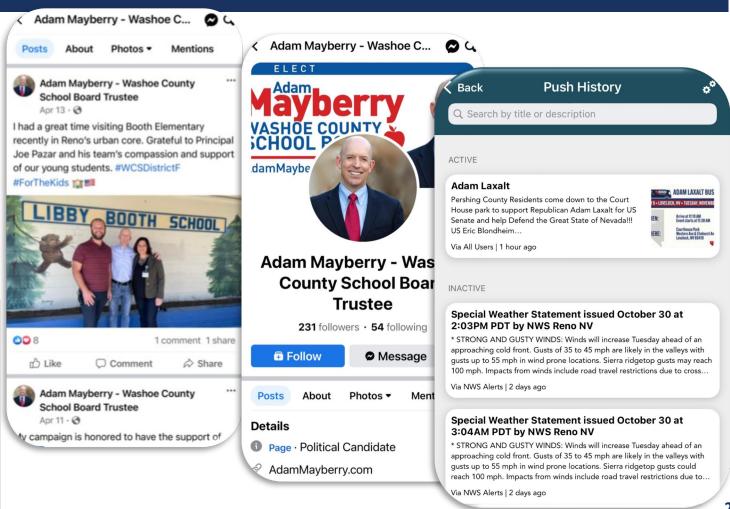
 Use of government time, property, equipment, or other facility to benefit a significant personal or pecuniary interest. NRS 281A.400(7)

2022 CAMPAIGN CYCLE CASES – SOCIAL MEDIA & TECHNOLOGY

- Blondheim (Pershing Undersheriff)
- Washoe County School District Cases

"The best ethical practice for public officers and employees who are also candidates for office is to maintain separate official and campaign social media presences in order to make it crystal clear that communications from any official account are not related to promotion of a candidacy."

In re Mayberry, Panel Determination 22-050C





IMPROPER BENEFIT – GOVERNMENT RESOURCES

Limited Use Exception (Property, Equipment, Facility) NRS 281A.400(7)(a)

Properly authorized by policy allowing the use or if use is result of an emergency

Use does not interfere with performance of public officer/employee's public duties

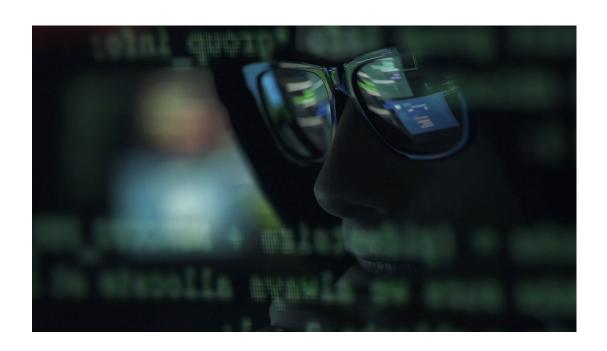
Cost of value related to the use is nominal

Does not create the appearance of impropriety





IMPROPER BENEFIT – USE OF INFORMATION



- Use of non-public information to benefit self or others (NRS 281A.400(5))
- Suppression of government report to benefit self or others (NRS 281A.400(6))



"Government ought to be outside and not inside... Everybody knows that corruption thrives in secret places, and avoids public places, and we believe it a fair presumption that secrecy means impropriety"

President Woodrow Wilson

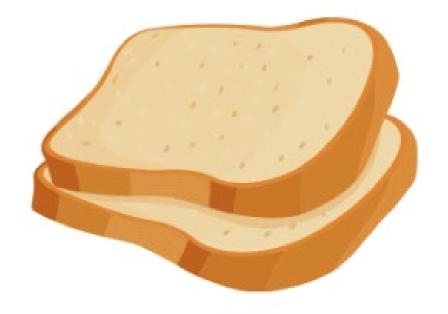
Before approving, voting, or acting on a matter when

- Gift or loan accepted
- Significant pecuniary interest
- Reasonably affected by commitment in private capacity
- Former lobbying

NRS 281A.420



QUALITY DISCLOSURE



"Sufficient to inform the public of the potential effect of the action or abstention upon the person or interest"

AND

"Made at the time the matter is considered"

- A Public Officer shall not vote upon or advocate for the passage or failure of a matter
- A Public Officer/Employee shall not make decisions or act upon
 - If Independence of judgment of a reasonable person affected by
 - own pecuniary (\$) interest,
 - commitment in a private capacity,
 - gift or loan





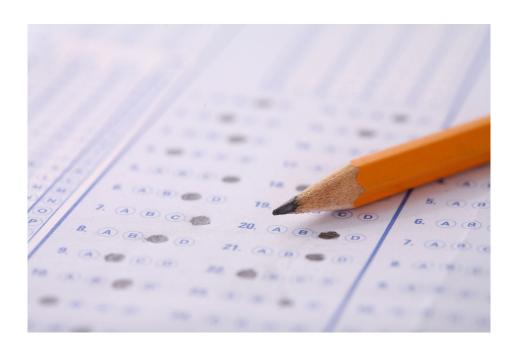
Presumption in NRS 281A.420



- Favors participation
- Abstention required in clear cases where the public officer's situation is materially affected
- Presumed permissible if no greater benefit/detriment to officer than to anyone else affected by the matter

Case by Case Basis Item by Item Basis



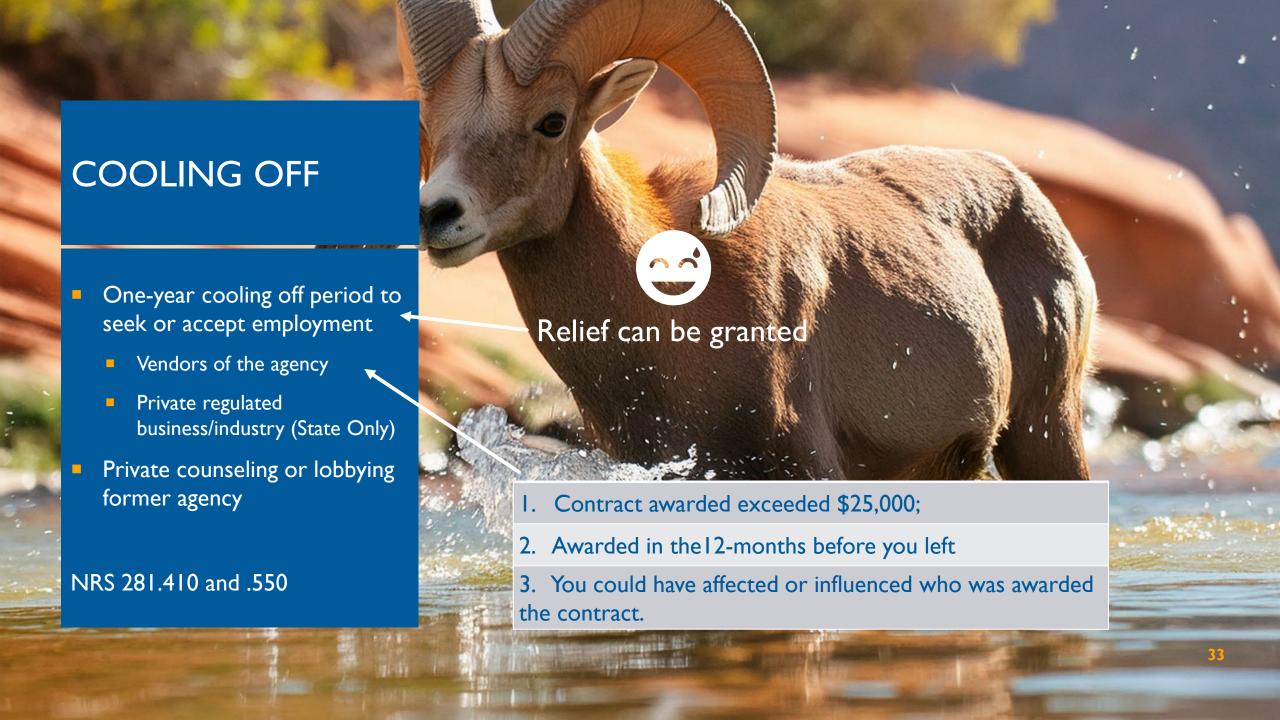


Test Cases

- Board Member is reviewing the capital improvement project of a close friend and Museum director
- Board members is reviewing the approval of a building near their home to be placed on the National Register of Historic Places
- Board Member employed by Company A
 - Company A is applying to the board for a contract for expanded services



COOLING OFF



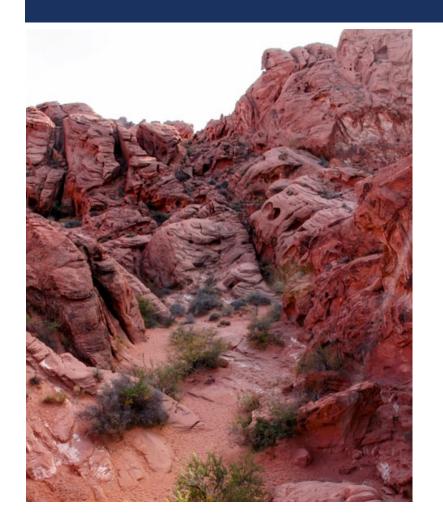




- I. Maintain a list of individuals or entities to which you have a "commitment in a private capacity"
- 2. Familiarize yourself on your local/agency policies.
- 3. Be proactive to identify potential conflicts of interest as early as possible
- 4. If you are unsure, it is better to disclose than not disclose.
- 5. Consult with legal counsel who can search prior opinions
- 6. Request an advisory opinion

COMMISSION OF ETHICS

ASKING FOR HELP



- Timing
- Fear of being perceived as unethical for asking
- Commission is required to protect confidential information
- Whistleblower protections
- Asking your agency attorney first protects you
- We won't open a complaint if you ask for help
- It benefits others when you request opinion



ETHICS RESOURCES



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Register for our Online, Self-Paced Ethics Training



See our Recent Press Releases



Website: ethics.nv.gov



Follow us on LinkedIn & Twitter

Review the new Ethics Manual

View Prior
Opinions

Request an Advisory Opinion

CONTACT INFO







Ross Armstrong, Esq.; Executive Director rarmstrong@ethics.nv.gov

Sam Harvey; Outreach & Education samharvey@ethics.nv.gov

Nevada Commission on Ethics ncoe@ethics.nv.gov



775-687-5469



ethics.nv.gov



Special thanks to Susan Willeke of the Ohio Ethics Commission for media clips



FEEDBACK





NAGPRA BOARD REPORT

Museum: Nevada State Museum, Carson City

Quarter: Quarter 1 (July - September 2024)

Repatriations: No repatriation currently due to January 13th deadline for letters

reporting NSMCC's NAGPRA holdings

Consultation: Continued consultation with associated Tribes from Nevada, California,

Arizona, Utah, Idaho, Oregon for the addition of ten ancestors to

NAGPRA inventory.

Will move toward repatriation of 20 ancestors (controlled by NSM). Consultation with Betty Aleck (Pyramid Lake Paiute THPO) for the return of ancestral remains from Pyramid Lake and Winnemucca Lake area. Attended Tribal Council meeting with Summit Lake Paiute Tribe to create

MOU for working with Last Supper Cave collection.

Consultation with Bureau of Reclamation regarding NSM NAGPRA related

Cultural Objects

NAGPRA Communications:

Provided summary of Ancestral remains and location data to BLM State Archaeologist, Madeline Van der Voort, for BLM controlled ancestors. Biweekly meetings with Rochanne Downs (UNR NAGPRA Coordinator) and Madeline Van der Voort) on NAGPRA related activities.

Other NAGPRA Related Work:

Continued physical inventory of BLM related NAGPRA collections. Locating Associated Funerary objects for BLM related NAGPRA collections.

Continued inventory with Debra Brastoff of NHS controlled Reed collection (will result in repatriation of 70+ ancestors from Humboldt Sink, Lake, Pelican Island.

Working on letters to report NAGPRA related holdings to federal and nonfederal agencies.

NAGPRA Inventory at Indian Hills Curatorial Facility

Native American Remains curated at the Nevada State Museum, Carson City Subject to NAGPRA Repatriation.

Agency	No. Remains
Nevada State Museum - CC	34 (15 pending) *
Nevada Historical Society (NHS)	
NHS Control*	80 (10 pending) *
State Historic Preservation Office	18
State Parks	1
Bureau of Land Management –	108 (5 pending) *
NV	
Bureau of Land Management –	3 (2 pending) *
CA	
Dept of Energy	1
Navy	4 (2 pending) *
National Park Service	1
Bureau of Indian Affairs	2
US Fish & Wildlife Service	4
Total Remains Curated at NSM	231***

^{*} Notice of Inventory Completion filed with National Park Service and/or waiting for transfer of control

^{**} Determined that Reed collection did not have reliable provenance and therefore will be repatriated by NSM & NHS

^{***} Please note that this number is subject to change while inventory and repatriations are in progress. Also, this number does not reflect ancestral remains that have gone through the legal NAGPRA process (i.e., consultation and Notice of Inventory Completion filed), but transfer of control to the tribe has not yet occurred.

Funding Source 503537-7060

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR LESS THAN \$50,000

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

Agency Name:	Division of Museums and History
Address:	412 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Daphne O. DeLeon, Administrative Services Officer
Phone:	775-687-7340 ext. 302
Fax:	775-687-4333
Email:	dadeleon@nevadaculture.org

Contractor Name:	Sheridan Press Inc
Address:	450 Fame Ave
City, State, Zip Code:	Hanover, PA 17331-1585
Contact:	Joyce Coulter
Phone:	717-632-3535
Fax:	717-633-8933
Email:	ACCOUNTRECEIVABLES.TSP@SHERIDAN.COM

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

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. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board Museums and History are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	July 1, 2024	To:	June 30, 2025
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2. **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: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

Funding Source	503537-7060
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3. **SCOPE OF WORK**. The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:

Printing and mailing of the Nevada Historical Society Q publication V. 66 FY 25 to be mailed December 2024

Sheridan printers to provide:

Fiscal year 2025

ONE print issue of the NHS Q mailed in December 2024

- 200 pages; no color pages
- -719 total copies made
- -610 mailed individually (2 overseas)
- -109 shipped to NHS
- -NCOA fulfillment (National Confirmation of Address-required by US Postal Service)

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachment. This Contract incorporates the following attachment.

ATTACHMENT AA: CONTRACTOR'S PROPOSAL

5. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$		per		
Total Contract or installments payable at:				
Total Contract Not to Exceed:	\$4,107.36			

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). 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.

6. **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

Funding Source	503537-7060
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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.

7. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

8. **CONTRACT TERMINATION**.

- A. <u>Termination Without Cause</u>. 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 2, Notice*. 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. <u>State Termination for Non-Appropriation</u>. 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. <u>Termination with Cause for Breach</u>. 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 7D*. 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. <u>Time to Correct</u>. 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 2, 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 7C*, above, shall run concurrently, unless the notice expressly states otherwise.

Funding Source	503537-7060
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- 9. **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.
- 10. **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.
- 11. **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.
- 12. **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.
- 13. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. 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. By endorsement to Contractor's automobile and general liability policies, 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 Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.
 - A. Workers' Compensation and Employer's Liability Insurance.
 - 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
 - 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.
 - B. <u>Commercial General Liability Occurrence Form</u>. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

Funding Source	503537-7060
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- 14. **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.
- 15. **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.
- 16. **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.
- 17. **PUBLIC RECORDS**. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
- 18. **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.
- 19. **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.
- 20. **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.
- 21. **ENTIRE CONTRACT AND MODIFICATION**. This Contract and its Scope of Work 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 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 Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value **Section 4**, **Consideration** equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

Funding Source

503537-7060

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

The Sheylan Prest, Jim Wilde		
/ Wilde	6/12/2024	VP, Publication Group Sales
Independent Courractor's Signature	Date	Independent Contractor's Title
Collevin // lager	6/20/2024	Nevada Historical Society Director
State of Nevada Authorized Signature	Date	Title
Can-	3/Sept2/	Nevada Division of Museums and History Administrator
State of Nevada Authorized Signature	Date	Title
	3 Dec 2024	Chair
Nevada Board of Museums & History Authorized Signature	Date	Title
		·

Deputy Attorney General for Attorney General

Approved as to form by:

....

Date



SAMPLE INVOICE

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

Attn: Kristina Hornback

NHSQ

Title: Volume:	NEVADA F 67	IISTORICAL SOCIETY Q Number: 1			Unit		Unit Charge (\$)		Total (\$)
Pages: Quantity:	200 719	plus cover 1 (685 copies plus 5% over	Γrim Size: s)	6-7/8x10					
Preparation									
Preflight of f	urnished F	DF file			1		60.00		60.00
								Subtotal:	60.00
Presswork a									
Base pages b	lack - 64				1	MR	401.00		401.00
					_	Run	39.60		28.47
32 page sign	nature, bla	ck			4	MR	146.00		584.00
						Run	19.80		56.94
8 page sign	ature, blac	:k			1	MR	134.00		134.00
						Run	8.75		6.29
Cover printe	d black bo	th sides				MR	165.00		165.00
						Run	16.90		12.15
Additional to	varnish o	r aqueous coat outside of c	over			MR	72.00		72.00
		·				Run	5.05		3.63
Binding									
Perfect bind	7 to 12 sig	natures plus cover				MR	122.00		122.00
						Run	59.55		42.82
_								Subtotal:	1,628.30
<u>'aper</u> 'ext: 50 lb. v	white offse	et .							
Pages - 64					1	MR	35.00		35.00
						Run	165.00		118.64
32 page sign	nature				4	MR	18.00		72.00
1 0 0						Run	82.50		237.27
8 page signa	iture				1	MR	16.00		16.00
						Run	20.80		14.96
ncrease or d	lecrease ir	cost of text stock			34.29%				169.35
Cover: 10 pt.	. white C1	s				MR	37.00		37.00
						Run	66.55		47.85
ncrease or d	lecrease ir	cost of cover stock			128.23%				108.80
								Subtotal:	856.87



SAMPLE INVOICE

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

Attn: Kristina Hornback

NHSQ

Title: NEVADA HISTORICAL SOCIETY Q		Unit Charge	Total
Volume: 67 Number: 1	Unit	(\$)	(\$)
Distribution			
Mail in polybags	610	152.85 /M	93.24
Set up	1	43.65	43.65
Generate presorted inkjet or Cheshire labels	610	43.00 /M	26.23
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	5	carton(s) 3.40	17.00
		_	
		Subtotal:	278.52
10% Labor & material surcharge effective 9/1/22			196.68
		Subtotal before Postage & Freight:	3,020.37
Estimated Postage and Freight	Qty. Maile	<u>ed</u>	
U.S. Standard	608		857.28
Foreign via IMS (ROW)	2		8.46
Overcopies to Reno, NV 89503 via FedEx Ground	109		221.25
		<u> </u>	
	719	<u>-</u>	
		Subtotal:	1,086.99
		Total: \$	4,107.36

Quote valid for 30 days. Paper subject to availability at time of order.

Sample invoice does not include sales tax, author's alterations, or NCOA charges when applicable. Invoiced amount is subject to sales tax without a resale tax exempt certificate/form provided Sales tax will be calculated and added to actual invoice if applicable. 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:kcs

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR LESS THAN \$50,000

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

Agency Name:	Nevada State Railroad Museum Carson City	
Address:	2180 S. Carson Street	
City, State, Zip Code:	Carson City, NV 89701	
Contact:	Daphne O. DeLeon, Museum Director	
Phone:	775-687-6953 x 223	
Fax:	775-687-4333	
Email:	dadeleon@nevadaculture.org	

Contractor Name:	DELONG HEAVY HAUL LLC				
Address:	4880 Donovan Way				
City, State, Zip Code:	Las Vegas, NV 89081				
Contact:					
Phone:	702-644-3668				
Fax:	702-644-9675				
Email:					

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

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:

CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as
specified in Section 7, Contract Termination. Contracts requiring approval of the Nevada Board Museums and History
are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted
below

Effective from:	Upon Approval	To:	June 30, 2025	
-----------------	---------------	-----	---------------	--

2. 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: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. SCOPE OF WORK. The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOR	PE OF WORK:
Pick-up and safely transport V&T Coach 20 from Perris, CA to Car	son City, NV

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachment. This Contract incorporates the following attachment.

ATTACHMENT AA:	CONTRACTOR'S PROPOSAL

5. CONSIDERATION. The parties agree that Contractor will provide the services specified in Section 3, Scope of Work at a cost as noted below:

\$				
Total Contract or installments pa	yable at:	satisfactory c	ompletio	n of project and receipt of invoice
Total Contract Not to Exceed:	\$16,375			

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). 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.

- 6. **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.
- 7. INSPECTION & AUDIT. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

8. CONTRACT TERMINATION.

- A. <u>Termination Without Cause</u>. 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 2, Notice*. 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. <u>Termination with Cause for Breach</u>. 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 7D*. 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. <u>Time to Correct</u>. 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 2, 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 7C*, above, shall run concurrently, unless the notice expressly states otherwise.
- 9. **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.
- 10. **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.
- 11. 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.

- 12. **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.
- 13. INSURANCE SCHEDULE. Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. 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. By endorsement to Contractor's automobile and general liability policies, 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 Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.
 - A. Workers' Compensation and Employer's Liability Insurance.
 - 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
 - 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.
 - B. <u>Commercial General Liability Occurrence Form</u>. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

1)	General Aggregate	\$2,000,000
2)	Products - Completed Operations Aggregate	\$1,000,000
3)	Personal and Advertising Injury	\$1,000,000
4)	Each Occurrence	\$1,000,000

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

- 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.
- 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.
- 16. 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.
- 17. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
- 18. 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.

- 19. 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.
- 20. 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.
- 21. ENTIRE CONTRACT AND MODIFICATION. This Contract and its Scope of Work 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 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 Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value Section 4, Consideration equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

Funding Source

5037-35/55-7060

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

Daphne DeLeon

State of Nevada Authorized Signature

11/18/24

Date

Nevada State Railroad Carson City Museum Director

Title

State of Nevada Authorized Signature

11/18/24

Date

Nevada Division of Museum s and History Administrator

Title

25 Nov 2024

Nevada Board f Museums & History Authorized S gnature

Date

Title

Approved as to form by:

Attorney General for Attorney General

ATTACHMENT AA

DeLong Heavy Haul, LLC

QUOTE 125246

4880 Donovan Way North Las Vegas, NV 89081 Ph: 702-644-3668

Fax: 702-644-9675

C	Cust. No: C	SH001			Que	otation No.	125	246	
u	NV RAII R	OAD MUSEUM			Quo	Quote Date:		11/13/2024	
s		CHRIS DEWITT				Cust. Contact:		CHRIS DEWITT	
0					Cus	Cust. Phone: Cust Fax No:		(775) 687-6953 X22	
m	CARSON	CITY, NV			Cus				
e					Cus	t PO No:			
•					Cus	t Job No:			
						ice Terms:	C.O.D		
De	Long Heav	y Haul, LLC is pleased to provid	de the follov	ving q	uotatio	n:	-		
	UP Nov 13 2024 IS, CA		DELIVER Wed Nov CARSON	13 202					
Add'	I Info: 67K	60'L X 10'W X 14'4"H + 2.5" WOOD							
Load N Type		Commodity Transported	Re Qt	f y Loa	ds Qty	Rate	UOM	Amount	
160547	SUBLET 4005 GOL	PASSENGER CAR	34	1	30	.00 \$230.00	Unit	\$6,900.00	
		Permits CA, NV			1.00	\$350.00		\$350.00	
		PilotCar ROUTE SURVEY			1.00	\$1,575.00		\$1,575.00	
		PilotCar 2 CARS DUE TO HEIGH	T AND LENGTH	IN WEL	L 2.00	\$2,150.00		\$4,300.00	
		Standby LOAD / UNLOAD			16.00	\$160.00		\$2,560.00	
		INCIDENTALINCOME Fuel Surch	arge 10%		1.00	\$690.00		\$690.00	
					Quo	otation Amour	ıt:	\$16,375.00	
I HAVE	READ AND UND	DERSTAND ALL TERMS AND CONDITIONS S	TATED HEREIN	I AGRI	EE TO ANI	O SHALL BE LIA	3LE TO AI	L SAID TERMS.	
	SIGNATURE_		DATE						
	PRINTED NAM	E							

Thank you for Choosing DeLong Heavy Haul, LLC

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Agency Name:	Division of Museums and History	
Address:	412 East Musser Street, Suite 2	- 20-
City, State, Zip Code:	Carson City, NV 89701	
Contact:	Daphne O. DeLeon, Administrative Services Officer	
Phone:	775-687-7340 ext. 302	
Fax:	775-687-4333	
Email:	dadeleon@nevadaculture.org	

Contractor Name:	Howard Herz
Address:	PO Box 13313
City, State, Zip Code:	Reno, NV 89507
Contact:	Howard Herz
Phone:	775-292-0922
Fax:	
Email:	chpisandtokens@yahoo.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

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:

 REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada 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 Museums and History's approval.

503555	Project	Code 3524

Effective from:	April 1, 2025	To:	Date March 31, 2027
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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.
- 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:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
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.

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

\$50.00			per	hour
Total Contract or installments payable at: With		Withi	n 30 day	s of receipt of Independent Contractor's Invoice
Total Contract Not to Exceed:	\$100,0	00.00		

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.

- 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. <u>Books and Records</u>. 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 scheduled 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. <u>Termination Without Cause</u>. 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. Notice*. 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. <u>Termination with Cause for Breach</u>. 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:
 - 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
 - If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 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. <u>Time to Correct</u>. 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. <u>Winding Up Affairs Upon Termination</u>. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
 - 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;
 - 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.
- 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 BB, 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. <u>Insurance Coverage</u>. 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 BB*, 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
 - 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.

- 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.
- 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.
- Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) <u>Deductibles and Self-Insured Retentions</u>: 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:

- 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 16B, 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 additional 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.
- 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 it 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 Examiners 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 Examiners. This Contract, and any amendments, may be executed in counterparts.

503555 Project Code 3524

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

Housel W. Hen	0/11/24	Owner
Independent Contractor's Signature	Date	Independent Contractor's Title
	es 10/11/202	Nevada Historical Society Director
Catherine Magee	Date	Title
A Com	10/21/24	Nevada Division of Museums and History Adm ini strator
Daniel P. Thielen	Date	Title
		10
		APPROVED BY BOARD OF MUSEUMS AND HISTORY
Signature - Board of Museums and History		
/		
	On:	25 Nov 2024
		Date
Approved as to form by:		
HBWarQ	On:	11/15/24
Deputy Attorney General for Attorney General		Date

ATTACHMENT AA



NEVADA MUSEUMS & HISTORY Joe Lombardo | Governor Daniel Thielen | Administrator NEVADA HISTORICAL SOCIETY Catherine Magee Ph.D. | Director 1650 North Virginia Street Reno, NV 89503

Scope of work for Contract Curator of Gaming for the American Gaming Archive collections at the Nevada Historical Society for a two-year contract 09/08/2024

Scope of Work

- Catalog archival and object materials from the American Gaming Archives (AGA)
- Work with and train the Nevada Historical Society staff to determine what to retain and accession
- Educate and train the NHS curators about of the history of gambling in the U.S. and Caribbean (American Style Gambling) to enable them to continue to professionally curate the AGA collections
- Work with and train the Nevada Historical Society staff and docents to digitally photograph collections
- Create Excel spreadsheets of items in a format that can be uploaded into the PastPerfect collections database
- Write and create an AGA guide to collections
- Write detailed finding aids for both manuscript and artifact collections
- Write an exhibit concept and exhibit script including choosing items for display
- Write information to be used in promotional materials including PowerPoint presentations, brochures, pamphlets, and other related documents pertaining to the AGA collections
- Identify and organize speakers for AGA Fireside Chat programs
- Identify people for and conduct oral histories for AGA collections

Expected contract date is April 1, 2025, through March 31, 2027. The hourly rate is \$50.00 per hour with a total number of hours expected to be 1000 hours per year equal to \$50,000.00 per year. Total contract not to exceed \$100,000.00.

Funding Source

Budget Account 5035 Nevada Historical Society Category 55 Tacchino Trust 3524.

A DIVISION OF THE NEVADA DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS | NVHISTORICALSOCIETY.ORG

ATTACHMENT BB: 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 Employers' Llability	Statutory
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.
- 2. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or tack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>: The policies shall include, or be endorsed to include, the following provisions:

ATTACHMENT BB: Insurance Schedule

- 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. <u>NOTICE OF CANCELLATION:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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. <u>SUBCONTRACTORS</u>: 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. <u>APPROVAL</u>: 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.

CX 1558242

Renewal of Number

*** RENEWAL CERTIFICATE ***

Customer Copy Direct Bill Policy

United States Liability Insurance Company

POLICY DECLARATIONS

No. CX 1558242A

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS: HOWARD WALTER HERZ PO BOX 13313 RENO, NV 89507

POLICY PERIOD: (MO. DAY YR.) From: 01/11/2024 To: 01/11/2025

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Appraisers (non-real estate)/Cataloging Service/Inventory

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER CX 1558242 IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Businessowners Liability Coverage Part	\$245.00
Businessowners Property Coverage Part	\$100.00
Specified Professions Professional Liability Coverage Part	\$735.00

TOTAL:

\$1,080.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: AMERICAN FAMILY BROKERAGE, INC. (2420)

6000 American Pkwy Madison, WI 53783

1110010011, 111 00700

Broker: Audrey Quint Insurance Agency

9570 S McCarran Blvd

Reno. NV 89523

Issued: 01/08/2024 12:26 PM

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

By:

UPC (08-07)

EXTENSION OF DECLARATIONS

Policy No. CX 1558242A

Effective Date: 01/11/2024

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following form	s apply to multip	le coverage parts
Endt#	Revised	Description of Endorsements
BP0003	01/10	Businessowners Coverage Form
BP0188	05/10	Nevada Changes
BP0417	01/10	Employment-Related Practices Exclusion
BP0448	01/06	Additional Insured - Designated Person Or Organization
BP-104	12/20	Exclusion of Certified Acts of Terrorism
BP-11	01/13	Exclusion-Fiduciary liability and financial Services
BP-15	07/04	Business Income And Extra Expense Limit
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP1560	02/21	Cyber Incident Exclusion
BP-179	10/12	Amendment of Liquor Liability Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-507	04/17	Exclusion - Unmanned Aircraft
BP-7	05/04	Extension Of Coverage - "Bodily Injury" Arising Out Of Professional Services
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	11/10	Amended Definition
BP-PL-511	06/21	Limits of Insurance Under Multiple Coverage Forms
Jacket -	07/19	Policy Jacket
MSP	09/13	Micro Pro Liability Coverage Form
MSP 210	09/13	Retroactive Date Endorsement
MSP 224	09/13	Additional Insured Endorsement
MSP 283	09/13	Pro Security Plus Endorsement
MSP 298	07/17	Privacy Breach Expense and Defense of Regulatory Claims Endorsement
MSP NV	08/14	Nevada State Amendatory Endorsement
Notice- CyberIncidentExcl- BP	01/21	Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder
NTE	12/20	Notice of Terrorism Exclusion

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. CX 1558242A

Effective Date: 01/11/2024

12:01 STANDARD TIME

DESCRIF	MOIT	OF	PR	EMI	ISES
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Prem Bldg Location, Construction, Occupancy and Other Information

Territory Fire Code

1645 Harold Dr, Reno, NV 89503

001 0702

Description:

Business Personal Property

Covered Causes of Loss: Special

Protection Class

Construction:

Frame

Square Footage:

Special Deductible: None

Special Deductible Type:

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

Prem 1	<i>Bldg</i> 1	Coverage Business Income and Extra Expense	Limits of Insurance \$50,000	Deductible \$0	Coinsurance % or Monthly Indemnity	+ Valuation	Premium Included
1	1	Business Personal Property	\$25,000	\$500		RC	\$100
		•	******				

MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:

TOTAL PREMIUM FOR PROPERTY COVERAGE PART:

\$0 \$100

MP - minimum premium

+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. CX 1558242A

Effective Date: 01/11/2024

12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses

\$1,000,000

Medical Expense (per person)

\$5,000

Damages To Premises Rented To You (Any One Premises)

\$50,000

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location

1

1

1

Address

Territory

1645 Harold Dr, Reno, NV 89503

001

PREMIUM COMPUTATION

					Rate	Advance	Premium
Loc	Classification	Code No.	Premium Basis	Pr/Co	All Other	Pr/Co	All Other

Appraisers (non-real estate) - For Specified **Professions**

41677

49950

1 Per Principals/Partners/E

0.000 245.000 \$0 \$245

1 Flat

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:

Additional Insured - Designated Person

0.000

0.000 Included

Included \$245

MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

MICROPRO PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. CX 1558242A

Effective Date: 01/11/2024

12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS

HOWARD WALTER HERZ PO BOX 13313 RENO, NV 89507

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 01/11/2024 To: 01/11/2025

Professional Liability

ITEM IV. DEDUCTIBLE:

ITEM III. LIMITS OF LIABILITY \$1,000,000 EACH CLAIM

\$0

\$1,000,000 ANNUAL AGGREGATE

EACH CLAIM

ITEM V. PREMIUM: \$735

ITEM VI. RETROACTIVE DATE: 01/11/2023

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue; See Endorsement EOD (01/95)

ITEM VIII. Solely in the performance of Professional Services as a(n) Appraisers (non-real estate)/Cataloging Service/Inventory Service for others for a fee.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

1400 4CA (A444)

n--- 4 A4 4

City of Reno

BUSINESS LICENSE

DBA: HOWARD WALTER HERZ

HOWARD WALTER HERZ

1645 HAROLD DR RENO, NV 89503

LICENSE TYPE: GENERAL BUSINESS

LICENSE #:

R142423A-LIC

EXPIRES:

07/31/2024

ANNUAL LICENSE

In accordance with the provisions of Reno Municipal Code Titles 4 and 5, the above named is hereby granted a City of Reno business license and is authorized to conduct the business activity listed. This license is valid until the expiration date unless suspended, revoked or cancelled and shall not be transferred or assigned.

DIRECTOR OF BUSINESS LICENSING

RFNO

OUTY OF CRY

This beense must be displayed in a conspicuous place pursuant to RMC Sec. 4 04,180(3). You may verify this business license online at www.oneny.us.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Sole Proprietor HOWARD WALTER HERZ

Howard Walter Herz

Nevada Business Identification # NV20171501791 Expiration Date: 08/31/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202409254993014

You may verify this certificate

online at https://www.nvsilverflume.gov/home

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/25/2024.

Aquilar

FRANCISCO V. AGUILAR Secretary of State

ATTACHMENT CC



NEVADA MUSEUMS & HISTORY
Joe Lombardo | Governor
Daniel Thielen | Administrator

NEVADA HISTORICAL SOCIETY Catherine Magee Ph.D. | Director 1650 North Virginia Street Reno, NV 89503

Scope of work for Contract Curator of Gaming for the American Gaming Archive collections at the Nevada Historical Society for a two-year contract 09/08/2024

Scope of Work

- Catalog archival and object materials from the American Gaming Archives (AGA)
- Work with and train the Nevada Historical Society staff to determine what to retain and accession
- Educate and train the NHS curators about of the history of gambling in the U.S. and Caribbean (American Style Gambling) to enable them to continue to professionally curate the AGA collections
- Work with and train the Nevada Historical Society staff and docents to digitally photograph collections
- Create Excel spreadsheets of items in a format that can be uploaded into the PastPerfect collections database
- Write and create an AGA guide to collections
- Write detailed finding aids for both manuscript and artifact collections
- Write an exhibit concept and exhibit script including choosing items for display
- Write information to be used in promotional materials including PowerPoint presentations, brochures, pamphlets, and other related documents pertaining to the AGA collections
- Identify and organize speakers for AGA Fireside Chat programs
- Identify people for and conduct oral histories for AGA collections

Expected contract date is **April 1, 2025, through March 31, 2027.** The hourly rate is \$50.00 per hour with a total number of hours expected to be 1000 hours per year equal to \$50,000.00 per year. Total contract not to exceed \$100,000.00.

Funding Source

Budget Account 5035 Nevada Historical Society Category 55 Tacchino Trust 3524.

Signed, Howard Herz

Date

A DIVISION OF THE NEVADA DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS | NVHISTORICALSOCIETY.ORG



NEVADA MUSEUMS & HISTORY Joe Lombardo | Governor Daniel P. Thielen | Administrator

Nevada State Museum
Carson City
Josh Bonde | Director
600 N. Carson Street
Carson City, NV 89701

Donation Memo

Date: November 8, 2024

To: Anthony Timmons, Chair

Board of Museums & History

From: Josh Bonde, Director

Nevada State Museum

Through: Daniel Thielen, Administrator-NDMH

Re: Restricted Donation – Dia de los Muertos

The Nevada State Museum, Carson City, has received a \$1,000 restricted donation from Visit Carson City, of the Consolidated Municipality of Carson City, in support of this year's Dia de los Muertos cultural program.

These funds are deposited into B/A 5036, Category 55, Project Code 3628.

Approval	:	-		
	Anthony Timmons, Chair Board of Museums & History		Date	

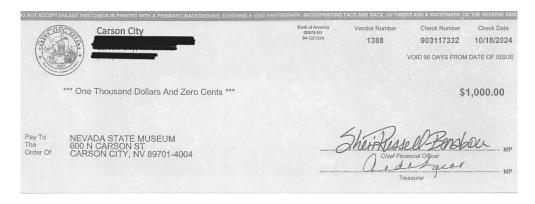


Figure 1 check# 903117332 in the amount of \$1,000 from the Consolidated Municipality of Carson City.



NEVADA MUSEUMS & HISTORY Joe Lombardo | Governor Daniel P. Thielen | Administrator

Nevada State Museum
Carson City
Josh Bonde | Director
600 N. Carson Street
Carson City, NV 89701

Donation Memo

Date: November 25, 2024

To: Anthony Timmons, Chair

Board of Museums & History

From: Josh Bonde, Director

Nevada State Museum

Through: Daniel Thielen, Administrator-NDMH

Re: Restricted Donation – NSMCC Exhibits Department

The Nevada State Museum, Carson City, has received a \$105 restricted donation from Richard and Terry Long in support of the Museum's Exhibits Department.

These funds are deposited into B/A 5036, Category 55, Project Code 3615.

Approval	<u></u>	_		
	Anthony Timmons, Chair Board of Museums & History		Date	

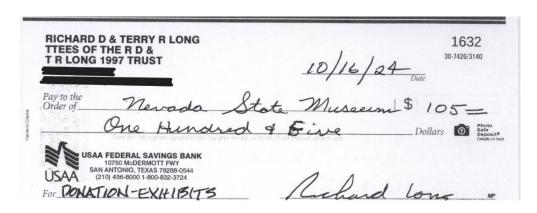


Figure 1 check# 1632 in the amount of \$105 donated to the NSMCC Exhibits Department.



NEVADA MUSEUMS & HISTORY Joe Lombardo | Governor Daniel P. Thielen | Administrator

Nevada State Museum
Carson City
Josh Bonde | Director
600 N. Carson Street
Carson City, NV 89701

Donation Memo

Date: November 25, 2024

To: Anthony Timmons, Chair

Board of Museums & History

From: Josh Bonde, Director

Nevada State Museum

Through: Daniel Thielen, Administrator-NDMH

Re: Restricted Donation – NSMCC Exhibits Department

The Nevada State Museum, Carson City, has received a \$45 restricted donation from Aletha and Brad Eyre in support of the Museum's Exhibits Department.

These funds are deposited into B/A 5036, Category 55, Project Code 3615.

Approval:			
	Anthony Timmons, Chair Board of Museums & History	Date	



Figure 1 check# 2718 in the amount of \$100, of which \$45 is designated for donation to the NSMCC Exhibits Department. The other \$55 paid for a senior family membership renewal.



NEVADA MUSEUMS & HISTORY Joe Lombardo | Governor Daniel Thielen | Administrator

NEVADA STATE MUSEUM LAS VEGAS

Hollis J. Gillespie | Director 309 South Valley View Blvd. Las Vegas, NV 89107

Date: November 18, 2024

To: State of Nevada Division of Museums and History Board of Directors

From: Hollis J. Gillespie, Museum Director

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Request for Additional Spending Authority, NSMLV Museum Store Budget 5039, Cat 49

I would like to request \$20,000 in additional spending authority to be granted to fund operating expenses and merchandise inventory purchases for the Nevada State Museum, Las Vegas Museum Store, Dedicated Trust Fund Budget 5039. This additional authority would be used to operate NSMLV's Museum Store throughout the remainder of FY 2025.

Justification:

- · Since the private budget spending gets cut off mid-May, and does not open until the end of August, the store needs enough funds in the Cost-of-Goods Sold budget to keep inventory levels high through September, not July 1st. With the current budget the store will see a drastic drop in inventory by early spring, seriously injuring store sales for the rest of the fiscal year and into early fall. This paucity of merchandise coincides with the largest seasonal attendance each year.
- · Inventory purchases were heavy when the private budget finally opened at the end of August. The store needed to be replenished with several best-selling items and a significant amount went to new merchandise in direct support of the Old Spanish Trail exhibit. These items are already selling well and will need to be re-ordered now to keep the inventory healthy and sales high through the end of the exhibition this spring.
- · With a full store and new inventory, average daily sales have increased 100% in the last month. We want to keep the inventory levels high to maintain this momentum throughout FY24.

Sales to date: \$24,403.09

Cost of Merchandise to date: \$23,259.59

Projected Profit Minimum by June 30, 2025, = Cost of Merchandise x 2

Initial authority of \$35,000 + additional authority of \$20,000 = \$55,000 x 2 = \$110,000

Approval	: <u></u>			
		·		
	Anthony Timmons, Chair Board of Museums & History		Date	



NEVADA MUSEUMS & HISTORY

Joe Lombardo | Governor

Daniel P. Thielen | Administrator

NEVADA STATE RAILROAD MUSEUM
Christopher MacMahon | Director
601 Yucca Blvd.
Boulder City, NV 89005

NEVADA STATE RAILROAD MUSEUM, BOULDER CITY

Date: December 5-6, 2024

To: Board of Museums & History

From: Christopher MacMahon, Director

Nevada State Railroad Museum, Boulder City

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 - September 30, 2024

GENERAL MUSEUM ACTIVITIES

Building Projects:

- 1. State Public Works awarded the contract for construction of the museum's visitor center and passenger loading platform to Rafael Construction following an open bid process. Groundbreaking is tentatively scheduled for December 6, 2024. Anticipated completion is Spring 2026.
- 2. All utilities have been installed and paving completed on Railroad Museum Road that will connect Yucca Street to the future visitor's center. The project is slated for completion late November or early December 2024.

Staff Activities: The museum completed an open recruitment for our vacant Administrative Assistant 3 position hiring Tiane Muniz. Tiane has extensive experience in museums and collections management most recently with the Boulder City-Hoover Dam Museum.

Braden has been leading the maintenance efforts on refurbishing Union Pacific dining car 4813. Over the first quarter, staff and volunteers sanded the entirety of the 80-foot dining car in preparation for paint, re-wired the car's electrical, replaced all interior lighting, returned the water system in the car's galley to working order, resurfaced all dining tables, and steam cleaned all seats. The car was painted into its Armor Yellow and Harbor Mist Grey paint scheme over Nevada Day weekend. Red striping and lettering are anticipated in early November with the car rolling out for holiday excursions in late November.

BUDGET SUMMARY

Revenue/Expenditure Comparison Narrative: The museum has been unable to open the museum store in September due to limited staffing.

I. Private Funds Budget Summary B/A 5037-02

<u>State Fiscal Year 2024</u> As of 09/30/2024	<u>GL</u> /Cat#	SFY 2025 Budget	Actuals YTD	Percentage YTD
Cash From Prev Fiscal				400 000/
Year	2511	354,020	354,020	100.00%
Cash Bal Fwd New Fiscal Year	2512	0	0	0.00%
Comparison of Revenues Budgeted/ Received:				
Facilities Charge	3801	2,000	0	0.00%
Merchandise Sales*	4025	30,000	5,296	17.65%
Gifts & Donations	4251	4,500	331	7.36%
Private Grants	4265	3,800	0	0.00%
Friends of the RR	4266	1,443	0	0.00%
Total Revenues:		\$41,743	\$5,627	13.48%
Comparison of Expenditures Budgeted/Expended:				
Docents Board Appr Special	43	3300	0	0
Projects	48	58,628	0	0.00%
Boulder City Railroad Special Projects	52	31,015	1,818	5.86%
(Restricted)	55	302,806	0	0.00%
Total Expenditures:		\$395,749	\$1,818	0.46%

MUSEUM STORE

Museum Store Sales Narrative: Long-time administrative assistant John Walker took a new position in Carson City. The museum store has been closed since the first week of September due to lack of staffing. The store will re-open in November once the new administrative assistant, Tiane Muniz, has an opportunity to stock and organize the shop.

II. Museum Store Sales

Gross store sales revenue comparison against three previous

fiscal years.

Fiscal	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
Year													
FY	\$2,146	\$1,307	\$1,843										\$5,296
25		-											·
FY	\$1,900	\$579	\$1,821	\$2,942	\$3,053	\$3,165	\$1,979	\$3,562	\$3,005	\$2,645	\$2,059	\$2,836	\$29,545
24													
FY 3	\$274	\$1,279	\$1,184	\$4,043	\$2,069	\$1,629	\$1,246	\$2,323	\$2,590	\$2,563	\$2,467	\$2,271	\$23,937
FY	\$497	\$496	\$1,329	\$1,782	\$2,441	\$2,539	\$1,520	\$2,629	\$3,079	\$3,135	\$2,161	\$544	\$22,155
22					,								
YTD	\$2,146	\$3,452	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296	\$5,296
VED	OMBADIC	ON											
YIDC	OMPARIS												
	112.94%	139.29%	123.18%	73.13%	51.44%	39.35%	34.30%	27.87%	24.07%	21.48%	19.83%	17.92%	
MONT	HLY COM	IPARISON											
	112.94%	225.76%	101.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Museum Store Profit and Loss Chart

FY2025	Revenues	Expenditures			Total	Net	% Net
		Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)
July	2,146	-	-	-	-	2,146	100.0%
August	1,307	-	-	16	16	1,291	98.8%
September	1,843	-	-	1,802	1,802	41	2.2%
October	-				-	-	0.0%
November	-				-	-	0.0%
December	-				-	-	0.0%
January	-				-	-	0.0%
February	-				-	-	0.0%
March	-				-	-	0.0%
April	-				-	-	0.0%
May	-				-	-	0.0%
June	-				_	-	0.0%
FY25 Total	5,296	_	_	1,818	1,818	3,478	65.7%
FY24Total	29,545	14,255		7,190	21,445	8,100	27.4%
FY23							
Total	23,937	18,656	-	3,847	22,503	1,434	6.0%
FY22 Total	22,155	9,228	_	4,627	13,855	8,300	37.5%

MEMBERSHIP PROGRAM

Membership Program Narrative: The museum's membership is under the Friends of the Nevada Southern Railway. The FNSR have 73 family members, 16 individual members, and 127 volunteer members.

IV. Membership Program

Membership Figures

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

Membership	<u> Qtr 1</u> <u>July - Sep</u>		Oct - Dec		Qt	<u> Qtr 3</u> <u>Jan - Mar</u>		<u> Qtr 4</u> <u>April - June</u>		ΓAL	TOTAL
Categories	New	Renew	New	Renew	New	Renew	New	Renew	New	Renew	Combined
Individual									0	0	0
Family									0	0	0
Sustaining									0	0	0
Contributing									0	0	0
Patron									0	0	0
Benefactor									0	0	0
Senior Couple									0	0	0
Senior									0	0	0
Students									0	0	0
Lifetime									0	0	0
FY 25	0	0	0	0	0	0	0	0	0	0	0
FY 24	0	0	0	0	0	0	0	0	0	0	0
FY 23	0	0	0	0	0	0	0	0	0	0	0
FY 22	0	0	0	0	0	0	0	0	0	0	0
YTD	0	0	0	0	0	0	0	0	0	0	0

YTD COMPARISON

0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

QUARTERLY COMPARISON

0.00% 0.00% 0.00% 0.00% 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.

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

ATTENDANCE

Museum Attendance Narrative: The museum held its summer maintenance shutdown for two weeks at the end of July to allow for inspections and maintenance required by law—there were no train operations during this period. The museum was visited by a Spanish-language influencer in September which led to a large influx of visitors from the Hispanic community through the month of September. Visitors came from Arizona and California in addition to the Las Vegas metro area.

					<u>V.</u>	Museun	n Attendan	<u>ce</u>					
<u>Attendance</u>	chart (Train	Ridership (Only)										
	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	326	1,875	3,510										0
FY 24	633	353	1,730	4,212	2,499	9,353	826	2100	2932	1391	1767	1381	29,177
FY 23	172	877	1,002	5,746	1,301	11,473	1156	1469	2263	2732	1437	1207	30,835
FY 22	395	520	1,072	1,652	1,379	8,679	1,246	2,218	1,685	1,503	2,935	870	24,154
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
VTD COM	IPARISON												
11D COM													
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTHL	Y COMPARI	<u>ISON</u>											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

<u>Attendance</u>	Traffic (Dis	olay Pavilio	on Only)										
	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	295	723	3,322										0
FY 24	596	819	2,233	2,289	2,436	5,056	1,644	1,909	819	1,088	1,070	791	20,750
FY 23		1,957	644	1,860	3,198	2,772	1,865	1,785	5,472	3,889	3,856	1,707	29,005
FY 22	379	469	728	935	1,173	885				4,737	3,567	2,903	15,776
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
YTD COM	PARISON												
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTHLY	COMPAR	SISON											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Train	Ride	Recei	pts.
-------	------	-------	------

	<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 25	\$3,936	\$11,465	\$10,077										\$25,478
FY 24	\$4,221	\$812	\$10,238	\$14,854	\$37,875	\$33,365	\$61,031	\$13,027	\$13,720	\$22,827	\$12,556	\$8,200	\$232,726
FY 23	\$15,346	\$22,171	\$15,676	\$21,699	\$60,178	\$59,422	\$84,908	\$10,955	\$15,994	\$14,973	\$21,662	\$9,540	\$352,524
FY 22	\$8,230	\$519	\$7,245	\$10,748	\$9,860	\$72,063	\$91,776	\$13,555	\$50,684	\$37,050	\$55,607	\$37,320	\$394,657
YTD	\$3,936	\$15,401	\$25,478	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,478

YTD COMPARISON

93.39	% 306.0%	166.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
MONTHLY COMP	<u>ARISON</u>										
93.39	% 1411.5%	98.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	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.

FUND RAISING

Narrative: Nothing to report.



Joe Lombardo | Governor

Daniel P. Thielen | Administrator

NEVADA STATE MUSEUM Hollis J. Gillespie | Director 309 S. Valley View Blvd. Las Vegas, NV 89107

NEVADA STATE MUSEUM, LAS VEGAS

Date: December 5-6, 2024

To: Board of Museums & History

From: Hollis J. Gillespie, Director

Nevada State Museum, Las Vegas

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 - September 30, 2024

GENERAL MUSEUM ACTIVITIES

History and Material Culture

Josef Diaz, Curator

Activities summary:

- •A search for the Curator of Manuscripts, Library, and Photos has been filled. The position has been filled by Kassidy Whetstone who previously was an archivist for the National Park Service.
- "Greetings from Las Vegas: Growth of a City Through Postcards" that opened June 7th closed in September. It had a successful run.
- Josef Diaz, Curator of History and Material Culture continues to plan for the exhibit The Old Spanish Trail: Connecting a Network of Paths opening on November 16, 2024 and running through April, 2025 There will be a robust schedule of public programs to accompany each exhibit. We are in the process of planning for the opening night.
- Josef Diaz is in the process of writing a grant to support a two-day symposium based on the exhibit.

Natural History

Richard Gawne, Curator

Activities summary:

- I gave a talk on the museum's ongoing research and collections projects at the Clark County Wetlands Park on Aug 7. Local residents were in attendance, and this talk allowed us to build new bridges with community governmental partners, as well as volunteer groups with interests that overlap with our mission.
- Working in collaboration with Jordan Canal and the rest of the education staff, we hosted the Discovery Saturday Event "Incredible Insects" led by the UNLV PARAVEC Lab. This event attracted over 100 visitors, and served as a promotional tie-in for the associated exhibit in the Curator's Canyon area.
- Collection of insects, and associated processing tasks remains ongoing. By the end of the season, we expect to accumulate a large number of specimens that will subsequently be identified in the winter months, when collection efforts will slow. The specimens acquired this year will significantly enhance our natural history holdings.
- A number of our research projects on local insect species have advanced. This pace of this work has significantly increased following the arrival of our UNLV Regent's Service intern."

Manuscripts, Photographs, Research Library (VACANT)

Josef Diaz, Curator

Activities summary:

- During 2023-2024 former Archivist, Maggie Gaspar worked on writing a book titled, Las Vegas Past and Present, for Arcadia Press. The book pairs 82 "past" images exclusively from the NSMLV collection paired with modern images of the same location and a caption. The publication came out in September.
- Five research requests were answered.

Collections and Registration

Holly Piper, Curator

Activities summary:

- Started position on August 19, 2024. Old Spanish Trail incoming loans unpacking and processing, disposal of deaccessioned animal specimens, identifying potentially hazardous mineral collections, and re-establishing routines of IPM (integrated pest management) and environmental monitoring. **Exhibits:**
- Assisted in deinstallation of postcard exhibit.
- •Old Spanish Trail Exhibit First set of loans for exhibit arrived. Unpacked, photographed, and condition reported incoming artifacts for exhibit: Clark County Museum (6 items), Arizona Historical Society (1 item), Private Collections (3 items), Thomas Cleary American Indian Art (5 items), Mark Winter (25 items, 4 condition reports completed)

Loans:

- Expired incoming loan 1 expired loan renewed Collections:
- Disposed of deaccessioned natural history animal specimens via cremation at pet mortuary.
- Began process inventorying individual mineral specimens from geological collections catalogued as one unit. Identified potentially radioactive or otherwise hazardous specimens.
- •Re-establishing routines of IPM and environmental monitoring.

Learning and Community Engagement Jordan Canal, Curator

Activities summary:

Discovery Saturdays:

Month	Theme(s)	Adults	Children	Total
July	Closed for work on floors Dino Day	365	298	663
August	PS I Love You Postcards w/Nevada	274	241	515
	Ichthyosaur Fossils Insects w/UNLV			
September	PARAVEC Nickelodeon Day of Play	241	197	438
2024				
Totals	225	1,950	1,800	3,960

^{*}Totals not reflecting adults and children totals are from weekends when no distinction was made between the two age groups or include Hands-on Cart numbers.

• This is a free drop-in program with interactive stations surrounding a theme tied to the museum or a special recognition day every Saturday. This program offers educational resources, a hands-on activity, and a chance for guests to learn from our hands-on Education Collection.

This program also offers an opportunity for the museum to partner with other organizations whose work ties into the work of the museum or its exhibits. This quarter we partnered with Nevada Humanities for their postcard project while the postcard exhibit was on display, a local artist to recreate the ichthyosaur fossil replica in the galleries, and the UNLV PARAVEC scientists who worked with the Natural History Curator on our exhibit featuring parasites.

Looking forward:

- Continuing to partner with other organizations and artists for future Discovery Saturday programs.
- We are planning another \$5 workshop through Discovery Saturday in the fall focusing on an ichthyosaur- themed project, led by a local Nevada Arts Council teaching artist.
- Preparing special Discovery Saturdays for Dia de Muertos, Nevada Day, and Holidays Around the World.

Field Trips:

				# of	
Month	Children	Adults	Schools	Trips	Total
July	-	-	-	ı	-
August	4	1	1	1	5
September	221	43	5	8	264
24-25 Totals	225	44	6	9	269

Exhibits

Wes Southerland, Exhibits Manager

Activities summary:

- Jonelle and I have been working on The Old Spanish Trail: Connecting a Network of Paths exhibit, opening November 16th, 2024. All carpentry, custom mounts, text panels, vitrines and pedestals we built with specifications to all loaned artifacts. Volunteer Tom Dyer has given us over 80 hours of time and Raul Cuellar, Facilities Supervisor, has given us at least 4 weeks of time building, assisting and installing this large-scale exhibit. The gallery is complete and will hold a special reception the evening of November 15th, 2024. This has taken up most of our time during the last several months.
- The Greetings form Las Vegas: Growth of a City through Postcards exhibit closed September 23rd, 2024. We closed a week early to have professional carpet cleaners clean the Changing Gallery floor, and it was due after 13 years of exhibits and foot traffic from thousands of happy visitors.
- Discovery Saturday had live mosquitos and roaches on September 14th, 2024, in the education room, to coordinate with exhibit What is Medical Entomology and Medical Parasitology? Special thanks to Dr. Louisa Messenger, Dr. Chad Cross, and their team of students from UNLV. The exhibit will run until Spring of 2025. This will be an ongoing exhibit series, in our Curators Canyon, from Dr. Rick Gawne and collaborated with the scientists at UNLV. Next spring/ summer we will have an exhibit with the evolution of dogs.

Facility Maintenance

Raul Cuellar, Facilities Supervisor

Activities summary:

Work Orders:

Open - 20

Completed – 64

Projects:

Completed contracts:

•Window washing, vinyl stair tread upgrade, carpet and floor restoration.

Pending Contracts:

• Security system upgrade.

Maintenance

- 22 Work orders completed.
- Helped the Exhibits department remove and install exhibits.

Custodial

- 8 Work orders completed
- Cleaned boiler and chiller room
- Cleaned all elevator room sand electrical rooms
- Both custodians helped to relieve security for breaks.

Security

- Assist with monthly pest control by opening rooms for technician.
- Monthly inspections of fire extinguishers and first aid kit.

BUDGET SUMMARY

Revenue/Expenditure Comparison Narrative:

I. Private Funds Budget Summary B/A 5039

<u>State Fiscal Year 2025</u> as of 09/30/2024	<u>GL</u> /Cat#	SFY 2025 Budget	Actuals YTD	Percentage YTD	Column5	Column6
Cash From Prev Fiscal Year	2511	143,109	143,109	100.00%		
Cash Bal Fwrd New Fiscal Year	2512	10,627	10,627	100.00%		
Comparison of Revenues Budgeted/ Received:						
Photo Sales	4010	0	0	0.00%		
Memberships*	4008	3,495	586	16.77%		
Merchandise Sales*	4025	75,000	11,925	15.90%		
Gifts & Donations	4251	15,000	164	1.09%		
Private Grants	4265	15,000	104	0.69%		
Treasurer's Interest	4326	6,460	0	0.00%		
Total Revenues:		\$114,955	\$12,779	11.12%		
Comparison of Expenditures Budgeted/Expended:						
Administration	35	146,257	1,846	1.26%		
Collections	39	1,000	0	0.00%		
Natural History	47	1,500	0	0.00%		
Board Appr Special Projects	48	30,627	0	0.00%		
Museum Store*	49	48,315	4,597	9.51%		
Special Projects (Restricted)	55	40,992	0	0.00%		
Total Expenditures:		\$268,691	\$6,442	2.40%		

MUSEUM STORE

Museum Store Sales Narrative:

Lara Brown, Museum Attendant

Activities summary:

- •Store sales were dismal in July & August due to the excessive summer heat driving down visitation. Another factor was that the private budget for FY25 didn't open until the end of August, so the bestselling items in the store were depleted, and other inventory items were very low. Heavy purchasing started in September. As soon as the store inventory improved, sales started to rise.
- Lara attended the Las Vegas Market in July and found unique items to support the upcoming Old Spanish Trail exhibit. The FY25 store budget is being spent on standard store inventory but a portion is also being used for souvenirs, books, household and novelty items in direct support of this exhibit.

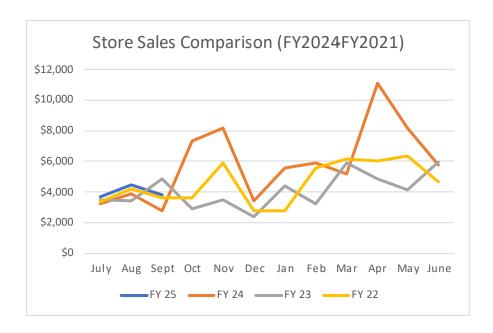
II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years

Fiscal Year	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>June</u>	TOTAL
FY 25	\$3,690	\$4,442	\$3,793										\$11,925
FY 24	\$3,251	\$3,855	\$2,770	\$7,310	\$8,186	\$3,428	\$5,579	\$5,901	\$5,155	\$11,107	\$8,144	\$5,752	\$70,439
FY 23	\$3,511	\$3,431	\$4,880	\$2,911	\$3,495	\$2,359	\$4,426	\$3,202	\$5,898	\$4,871	\$4,164	\$5,934	\$49,083
FY 22	\$3,386	\$4,234	\$3,633	\$3,586	\$5,900	\$2,761	\$2,752	\$5,571	\$6,158	\$6,008	\$6,369	\$4,688	\$55,045
YTD	\$3,690	\$8,132	\$11,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,925
YTD CO	MPARISON												
	113.50%	114.43%	120.74%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	LY COMPAR	ISON											
1/101/1111	LI COMITAIN	15011											

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

Membership Program Narrative:

IV. Membership Program

Membership Figures

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

Membership	<u>Qtr 1</u>		Qtr 2		Qtr 3		<u>Qtr 4</u>		TOTAL		<u>TOTAL</u>
	<u>July</u>	- Sep	<u>Oct</u>	- Dec	<u> Jan - Mar</u>		<u> April - June</u>				
Categories	New	Renew	New	Renew	New	Renew	New	Renew	New	Renew	Combined
Individual											0
Family											0
Sustaining											0
Contributing											0
Patron											0
Benefactor											0
Senior											0
Student											0
FY 25	0	0	0	0	0	0	0	0	0	0	0
FY 24	20	10	13	15	2	4	5	8	40	37	77
FY 23	14	5	12	6	11	1	30	0	67	12	79
FY 22	3	8	5	15	3	4	9	17	32	54	86
YTD	0	0	0	0	0	0	0	0	0	0	0

YTD COMPARISON

0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

QUARTERLY COMPARISON

0.00% 0.00% 0.00% 0.00% 0.00% 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.

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

Membership Sales

Membership sales comparison against three previous fiscal years.

	•	<u>July</u>	Aug	Sept	Oct '	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25		\$271	\$165	\$150										\$586
FY 24		\$0	\$60	\$55	\$80	\$565	\$660	\$225	\$125	\$75	\$220	\$150	\$300	\$2,515
FY 23		\$0	\$0	\$655	\$255	\$90	\$0	\$460	\$50	\$930	\$300	\$355	\$400	\$3,495
FY 22		\$0	\$370	\$180	\$370	\$120	\$230	\$135	\$240	\$140	\$110	\$410	\$80	\$2,385
YTD	•	\$271	\$436	\$586	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$586
	•													

YTD COMPARISON

#DIV/0!	726.67%	509.57%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MONTHLY COMPARIS	<u>ON</u>										
#DIV/0!	275.00%	272.73%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

ATTENDANCE

Museum Attendance Narrative

V. Museum Attendance

Attendan	ce chart cor	nparison a	gainst three	previous fi	scal years.								
	<u>July</u>	Aug	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25													0
FY 24	5001	5766	3845	5008	5347	3615	6720	12942	19729	11717	10113	5207	95010
FY 23	5106	4805	3493	3429	4027	3444	9473	7451	5838	7852	6241	6040	67199
FY 22	3423	2552	2996	4250	5931	3384	4126	4562	4602	7064	6155	4228	53273
YTD	14,373	12,296	10,746	14,008	16,776	10,867	22,556	18,235	13,843	17,440	16,771	11,506	178,363
YTD CO	MPARISON	<u> </u>											
	#DIV/0!	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	LY COMPA	ARISON											
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

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

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

Attend	ance	Rece	<u>ipts</u>
			-

	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	\$74,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,610
FY 24	\$66,605	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,605
FY 23	\$0	\$53,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,740
FY 22	\$53,172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,172
YTD	0	53,740	0	0	0	0	0	0	0	0	0	0	53,740

YTD COMPARISON

 $0.00\% \quad 0.00\% \quad 0.00\%$

MONTHLY COMPARISON

112.02% #DIV/0! #DIV/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.



NEVADA MUSEUMS & HISTORY

Joe Lombardo | Governor Daniel P. Thielen | Administrator

Tracey Sprague | Director 721 S. Moapa Blvd. Overton, NV 89040

LOST CITY MUSEUM

Date: December 5-6, 2024

To: Board of Museums & History

From: Tracey Sprague, Director

Lost City Museum

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 - September 30, 2024

GENERAL MUSEUM ACTIVITIES

Building Projects:

The Museum is currently not working on any major building projects.

Outreach activities with Curator Virginia Lucas:

September 17 – Bone ID Workshop – Moapa Paiute – 10 people

September 19 - SNAP Meeting - 15 people

September 28 - NV Naturalist's Tour - 15 people

Events at Lost City Museum:

July 6 – Archaeologists of Southern Nevada Lecture Series: Kara Jones' Talk – 15 people August 7 – Moapa Paiute tour/talk/performance – 35 people September 28 – Kids Day - 40 children in attendance.

NAGPRA Update:

All the individuals have been assessed – just one last biological profile to complete. Boxes are being ordered, and we will be able to start rehousing and moving our NAGPRA pots soon as well.

BUDGET SUMMARY

Revenue/Expenditure Comparison Narrative:

Lost City Museum's has seen small increases in both store sales and attendance during this quarter. Director Sprague is hopeful that the increases will continue, and numbers will be closer to the pre-pandemic rates.

I. Private										
Funds Budget										
Summary B/A	-	-	-	-	-	-	-	-	-	
<u>5038</u>										

State Fiscal Year 2025 09/30/24	<u>GL</u> /Cat#	<u>SFY</u> 2025 Budget	Actuals YTD	Percentage YTD
Cash From Prev Fiscal Year	2511	86,176	86,176	100.00%
Cash Bal Fwd New Fiscal Year	2512	71,859	71,859	100.00%
Comparison of Revenues Budgeted/ Received: Memberships* Merchandise Sales* Gifts & Donations Private Grants	4008 4025 4251 4265	5,000 90,000 5,000 5,000	640 12,458 571 0	12.80% 13.84% 11.42% 0.00%
Treasurer's Interest	4326	5,924	0	0.00%
Outside Bank Account	4454	0	0	0.00%
Total Revenues:		\$110,924	\$13,669	12.32%

Comparison of Expenditures Budgeted/Expended
--

Available Unrestricted Cash

Administration	35	75,348	214	0.28%
Archaeology Special Projects	36	2,500	0	0.00%
Buildings & Grounds	37	2,500	495	19.78%
Shelving Unit Project	38	0	0	0.00%
Museum Store*	41	79,944	18,190	22.75%
Special Events	42	6,950	0	0.00%
Board Appr Special Projects	48	96,717	0	0.00%
Special Projects (Restricted)	55	5,000	0	0.00%
Total Expenditures:		\$268,959	\$18,898	7.03%

147,805

65,411

MUSEUM STORE

Museum Store Sales Narrative:

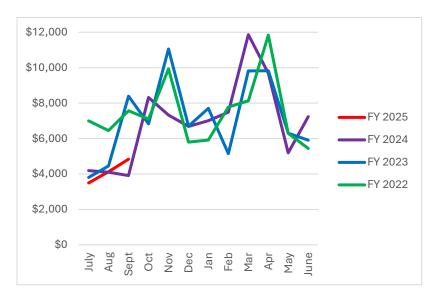
For this 1^{st} quarter of FY2025, the museum store is up just over \$250.00 compared to last fiscal. The museum store is performing similarly to last year and will hopefully continue the upward trend into the 2^{nd} quarter. The museum store was able to replenish much of the merchandise that was low at the end of FY2024 by the beginning of September, just in time for school tours.

					II. Mus	seum Store	e Sales						
Gross store sales r years.	evenue cor	mparison ag	gainst three	previous fis	scal								
Fiscal Year	<u>July</u>	<u>Au</u> g	<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>	TOTAL
FY 2025	\$3,493	\$4,131	\$4,834										\$12,458
FY 2024	\$4,194	\$4,097	\$3,909	\$8,313	\$7,325	\$6,684	\$7,006	\$7,484	\$11,863	\$9,682	\$5,194	\$7,237	\$82,989
FY 2023	\$3,803	\$4,454	\$8,386	\$6,823	\$11,055	\$6,700	\$7,700	\$5,150	\$9,815	\$9,824	\$6,307	\$5,908	\$85,926
FY 2022	\$6,996	\$6,445	\$7,569	\$7,096	\$9,933	\$5,795	\$5,916	\$7,778	\$8,127	\$11,839	\$6,296	\$5,439	\$89,230
YTD	\$3,493	\$7,624	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458	\$12,458
YTD COMPARISON MONTHLY COMPARISON	83.29% 83.29%	91.95%	102.11% 123.65%	60.73%	44.75% 0.00%	36.08%	30.00%	25.42% 0.00%	20.46%	17.66% 0.00%	16.45% 0.00%	15.01%	

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

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

Store sales chart comparison against three previous fiscal years.



Museum Store Profit and Loss Chart

FY2025 Q1	Revenues	Expenditures			Total	Net Profit	% Net Profit
		Merchandise	Personnel	Oper/Other	Expenditure	(Loss)	(Loss)
July	3,493	-	477	-	477	3,016	86.3%
August	4,131	-	3,925	-	3,925	206	5.0%
September	4,834	11,018	2,770		13,788	(8,954)	(185.2%)
FY25 Total	12,458	11,018	7,172	-	18,190	(5,732)	(46.0%)
FY24 Total	82,989	31,062	64,776	3,068	98,907	(15,918)	(19.2%)
FY23Total	85,926	46,169	46,989	1,765	94,923	(8,997)	(10.5%)
FY22 Total	59,452	26,617	29,264	3,299	59,180	272	0.5%

MEMBERSHIP PROGRAM

Membership Program Narrative:

Lost City Museum did see an increase in new memberships during the 1st quarter of FY2025, but did re a seven membership drop in renewals.

Other than flyers at the front desk and in the museum store, the museum did not do an additional push for membership this summer as we didn't have any large events over the summer like we have in the past.

IV. Membership Program

Membership Figures

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

6

	Membership Qtr 1		_		_		_				
Membership	Q1	<u>tr 1</u>	Q	tr <u>2</u>	Q.	<u>tr 3</u>	<u>Q</u>	<u>tr 4</u>	IC	<u>OTAL</u>	<u>TOTAL</u>
	<u>July</u>	- Sep	Oct	- Dec	<u>Jan</u>	- Mar	April	- June			
Categories	New	Renew	New	Renew	<u>New</u>	Renew	<u>New</u>	Renew	New	Renew	Combined
Individual	2	4							0	0	0
Family	4	4							0	0	0
Sustaining	1								0	0	0
Contributing									0	0	0
Patron									0	0	0
Benefactor									0	0	0
Senior	1	4							0	0	0
Student									0	0	0
FY 25	8	12	0	0	0	0	0	0	0	0	0
FY 24	6	19	23	20	13	16	12	10	54	65	119
FY 23	16	21	15	27	17	26	9	17	57	91	148
FY 22	15	21	21	26	9	15	20	16	65	78	143
YTD	0	0	0	0	0	0	0	0	0	0	0

YTD COMPARISON

	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
QUARTERLY								
COMPARISON								
	0.00%	0.00%	0.00%	0.00%	0.00%	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. Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.

Membership Sales

Membership sales comparison against three 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>	TOTAL
FY 25	\$93	\$93	\$455										\$640
FY 24	\$330	\$270	\$195	\$160	\$480	\$770	\$455	\$220	\$600	\$390	\$455	\$255	\$4,580
FY 23	\$0	\$280	\$250	\$1,215	\$235	\$710	\$625	\$415	\$290	\$315	\$300	\$330	\$4,965
FY 22	\$215	\$200	\$535	\$275	\$870	\$285	\$630	\$230	\$160	\$1,045	\$445	\$315	\$5,205
YTD	\$93	\$185	\$640	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$918

YTD COMPARISON												
	356.76%	30.83%	80.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MONTHLY COME	<u>PARISON</u>											
	28.03%	34.26%	233.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

ATTENDANCE

Museum Attendance Narrative:

Attendance for this 1st quarter is up over 300 visitors compared to FY2024 and FY2025. The staff does contribute this uptick due to the outreach of the staff and the increase in advertising for museum events. Even if people don't attend our events, we have been notified by our visitors that they have heard our radio ads or have seen our print advertisements.

				<u>V.</u>	Mus	eum Atte	ndance						
Attendance chart comparison against three previous fiscal years.													
	<u>July</u>	<u>Aug</u>	<u>Sept</u>	Oct	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	554	558	599										0
FY 24	330	498	560	1085	1087	568	784	736	1680	900	807	784	9819
FY 23	436	398	522	1018	928	702	805	744	1425	1136	633	629	9376
FY 22	648	410	667	842	683	566	718	1006	1473	1113	677	562	9365
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
YTD COMPARIS	ON 0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
COMPARISON	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Attendance Receipts

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	\$2,000	\$2,454	\$2,634										\$7,088
FY 24	\$799	\$2,000	\$2,735	\$3,546	\$3,468	\$1,536	\$4,775	\$3,580	\$4,461	\$5,480	\$3,480	\$2,372	\$38,232
FY 23	\$1,714	\$1,414	\$2,724	\$3,557	\$3,127	\$2,138	\$3,356	\$4,338	\$4,766	\$4,804	\$3,650	\$3,082	\$38,670
FY 22	\$2,186	\$1,695	\$2,765	\$3,155	\$3,229	\$1,896	\$3,355	\$4,458	\$4,268	\$5,566	\$3,433	\$3,508	\$39,514
YTD	2,000	4,454	7,088	0	0	0	0	0	0	0	0	0	7,088
YTD COMPARIS	ON 250.31%	159.13%	128.08%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
COMPARISON	250.31%	122.70%	96.31%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	

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

FUND RAISING

The museum still continues to have the option of donating to our restricted fund, which is for the design and building on a collections building. The museum's docent council has helped fundraise the fund in the past, but no major significant donations have been raised in some time. Director Sprague put in a CIP request to have the whole of the building updated, so this will play into how we move forward with this specific fundraising effort once we find out if our project is picked up or not.



NEVADA MUSEUMS & HISTORY

Joe Lombardo | Governor

Daniel P. Thielen | Administrator

NEVADA STATE RAILROAD MUSEUM

Sean Pitts | Director

1100 Avenue A

Elv. NV 89301

EAST ELY RAILROAD DEPOT MUSEUM

Date: December 5-6, 2024

To: Board of Museums & History

From: Sean Pitts, Director

East Ely Railroad Depot Museum

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 - September 30, 2024

GENERAL MUSEUM ACTIVITIES

Building Projects

The staff in Ely was disappointed to learn that the funding for the Freight Building Restoration Project was to be delayed. It has postponed the entire project for possibly two years. Assurances that the funding would be returned after a new bond sale is encouraging, but it is difficult to overcome the heartbreak of having the funding and obtaining contractor bids only to be told on the brink of construction that the funding was diverted to another project. We now have the problem of breaking that very disappointing news to our community who was looking forward to the completed project.

The Ely staff have pivoted to work on accessible priorities. We have begun painting portions of the Freight Building that are in need of immediate care and won't wait until the project is restarted. The most damaged doors to the building have received the attention necessary to allow their continued preservation. We have taken great care to ensure they are painted the original color that was first applied in 1906.

The stem wall of the Depot has been completed and should provide some level of earthquake protection. You will recall the Depot was flagged as a significant threat in the event of seismic activity. Over the course of the summer, a proactive approach was to shore up the interior of the building's first floor to ensure the building didn't totally collapse. That work led to a study that indicated a need for complete seismic retrofit. Phillip De la Mar, the project engineer called this a "five alarm" project since lives could be lost in the event of an earthquake. [Ely sits in a moderate earthquake zone, so an earthquake will happen at some point.] We are crossing our fingers that it will occur after we get the approval and the funding to strengthen the building.

Staff Activities

Sean participated in the Heritage Harvest Festival sponsored by the Great Basin Heritage Area Partnership. This organization has provided funding for Museum projects over the past few years. We found common ground with several local entities and formed alliances with those that match our mission. We will partner with another entity in White Pine County for America's 250th anniversary to celebrate local contributions to the building of the Nation. We revisited a role in training new seasonal rangers at Great Basin National Park...an opportunity they haven't requested in more than a decade. Additionally, the Ely staff will be helping White Pine Tourism efforts to place interpretive signage on bicycle trails around the county. There is currently more than 250 miles of trails in White Pine County with more in the planning stages. Our focus will be to tell the history and heritage of eastern Nevada on signs that will be placed along the points of interest of this vast network for riders to enjoy.

Sean prepared and delivered an outreach program to the 4th grade of White Pine County. It is a significant undertaking with an artifact-based program of Nevada History taken to each class. It was immediately apparent that a single program would not be enough, and we agreed to return with a second program in the coming weeks. A third program is being requested for this spring.

The Heritage Car Club of California will once again use the State's Museum as their hub this spring. These people bring their historic vehicles to Ely for three days of exploration. Sean will be their tour guide and guest speaker. The event is scheduled for next spring.

Sean spoke at an event entitled "Lunch and Learn." The topic was early White Pine County history, and the focus was on the now ghost town of Hamilton, the area's first County Seat. A current population of zero makes for a interesting presentation on the town's history. The program has since generated significant interest in a guided tour to the site. We are putting a tour together for Hamilton and Treasure City for late spring. So far, more than 20 people have expressed interest in attending.

BUDGET SUMMARY

Revenue/Expenditure Comparison Narrative:

We appreciate the Division personnel who track our budget and help our limited staff stay within our budget.

I. Private Funds Budget Summary B/A 5037-03

	G.	SFY		
<u>State Fiscal Year 2025</u> as of 09/30/2024	<u>GL</u> /Cat#	<u>2025</u> <u>Budget</u>	Actuals YTD	Percentage YTD
Cash From Prev Fiscal				
Year	2511	22,101	22,101	100.00%
Cash Bal Fwrd New Fiscal Year	2512	0	0	0.00%
Comparison of Revenues Budgeted/ Received:				
Facilities Charge	3801	2,000	700	35.00%
Gifts & Donations	4251	5,000	905	18.10%
Private Grants	4265	3,000	0	0.00%
Outsie Bank Acct	4454	0	0	0.00%
Total Revenues:		\$10,000	\$1,605	16.05%
Comparison of Expenditures				
Budgeted/Expended:				
Board Appr Special Projects	48	8,246	0	0.00%
East Ely Railroad	51	11,855	1,600	13.50%
Special Projects		•	•	0.000/
(Restricted)	55	12,000	0	0.00%
Total Expenditures:		\$32,101	\$1,600	4.98%

Revenue/Expenditure Comparison Narrative:

Report is through September 30, 2024.

^{*} Further detail available in the identified sections.

ATTENDANCE

Museum Attendance Narrative

In keeping with the new format, Ely is reporting visitation differently. We now report on the total number of adults who visited the Museum in the 2nd floor of the Depot or the Freight Building. Children will be reported separately as we have previously done. An additional 220 children visited the Museum from July to October. 122 received an outreach program from the Museum.

					<u>v.</u>	Museu	m Attend	ance					
Attenda chart	ance												
chart	<u>July</u>	Aug	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>June</u>	TOTAL
FY 25	1704	551	737	554									0
FY 24	1415	674	923	759	163	122	112	74	188	919	606	1013	6968
FY 23	1145	974	858	565	120	156	75	97	173	331	703	1017	6214
FY 22	845	930	794	591	298	190	111	158	283	569	875	907	6551
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
YTD CC	OMPARISO	<u>N</u>											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	HLY COMP	<u>ARISON</u>											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

FUND RAISING

The State's Museum in Ely is preparing to apply for a Great Basin Heritage Area Partnership grant for interpretive exhibits in the Freight Building. The delay in that project will necessitate a delay in the application. We are discussing another interpretive project with their help that we will ask for their funding assistance.



NEVADA MUSEUMS & HISTORY

Joe Lombardo | Governor

Daniel P. Thielen | Administrator

NEVADA STATE MUSEUM
Daphne Deleon | Director
2180 S. Carson St.
Carson City, NV 89701

NEVADA STATE RAILROAD MUSEUM, CARSON CITY

Date: December 5-6, 2024

To: Board of Museums & History

From: Daphne DeLeon, Director

Nevada State Railroad Museum, Carson City

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 - September 30, 2024

GENERAL MUSEUM ACTIVITIES

Building Projects

The Museum is working to implement deferred maintenance one-shot projects. Funding expires on June 30,2025.

- 1. Coiling Door Replacements
- 2. Sprinklers in Nelson House
- 3. Campus Security Design
- 4. Fencing

Staff Activities

Staff, members for the Friends group and volunteers continued to pull together to operate the Museum during the busy summer season with 4 staff vacancies: Director, Curator II (Education), Store Manager and Museum Attendant II. Their hard work and dedication resulted in robust Quarter 1 numbers. Store, admission and train ride revenue are on track to meet their annual goals. The Director position was filled in October and the Store Manager and Museum Attendant II positions were filled in November. We expect to have the Curator II (Education) filled by the end of December.

Staff have complete travel to the Heritage Rail Alliance annual conference in Arkansas and Nevada Museum Association annual conference in Tonopah. Staff are using knowledge gained regarding fundraising and collection processing to develop programming to maximize current resources and generate revenue.

BUDGET SUMMARY

Quarter 1 numbers reflect the Museum's busy summer season. Store, admission and train ride revenue are robust. Administration expenditures are as projected. Store expenditures are low and reflect year end merchandise purchasing for the summer season and the Store Manager vacancy.

I. Private Funds Budget Summary B/A 5037-01

State Fiscal Year 2025 as of 09/30/2024	GL /Cat#	<u>SFY</u> 2025 <u>Budget</u>	Actuals YTD	Percentage YTD
Cash From Prev Fiscal Year	2511	496,238	496,238	100.00%
Cash Bal Fwd New Fiscal Year	2512	32,446	32,446	100.00%
Comparison of Revenues Budgeted/ Received:				
Facilities Charge	3801	2,000	0	0.00%
Merchandise Sales*	4025	150,000	39,252	26.17%
Gifts & Donations	4251	7,000	59	0.84%
Private Grants	4265	25,000	0	0.00%
Friends of the RR	4266	15,000	0	0.00%
Treasurer's Interest	4326	25,000	0	0.00%
Total Revenues:		\$224,000	\$39,311	17.55%
Comparison of Expenditures Budgeted/Expended:				
Administration	35	38,160	8,454	22.15%
Exhibits	37	50,000	0	0.00%
Docent Expenses	43	5,800	0	0.00%
Museum Store*	45	160,836	4,897	3.04%
Board Appr Special Projects	48	106,864	0	0.00%
Special Projects (Restricted)	55	383,287	0	0.00%
Total Expenditures:		\$744,947	\$13,351	1.79%

MUSEUM STORE

Museum Store revenue was robust in Q1, beating FY2024 Q1 numbers by \$2,883 (8%). The Museum Store is on track to meet its annual revenue goal of \$150,000. The Store Manager vacancy has skewed the net profit Q1 numbers (\$34,355). The position has been filled with a new store manager starting November 15, 2024.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal

MAGE	
vears	٠

Fiscal Year	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>June</u>	TOTAL
FY 25	\$12,642	\$15,874	\$10,735										\$39,252
FY 24	\$11,946	\$13,027	\$11,395	\$13,237	\$15,091	\$13,415	\$7,303	\$4,397	\$5,320	\$8,931	\$10,879	\$12,272	\$127,212
FY 23	\$38,645	\$13,661	\$9,637	\$9,144	\$7,491	\$21,691	\$4,767	\$4,237	\$6,913	\$8,284	\$10,268	\$14,877	\$149,615
FY 22	\$15,880	\$12,512	\$5,858	\$7,953	\$9,659	\$8,710	\$3,792	\$4,806	\$6,771	\$8,894	\$11,394	\$14,772	\$111,003
YTD	\$12,642	\$28,516	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252	\$39,252
112	412,012	Ψ20,010		407,202			+0>,202	\$65,262	+++++++++++++++++++++++++++++++++++++		+++++++++++++++++++++++++++++++++++++		\$65,202
YTD CO	<u>MPARISON</u>												
	105.83%	114.19%	107.93%	79.13%	60.67%	50.25%	45.95%	43.70%	41.26%	37.72%	34.15%	30.86%	
MONTH	LY COMPAR	<u>ISON</u>											
	105.83%	121.86%	94.21%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Museum Store Profit and Loss Chart

FY2025	Revenues	Expenditures			Total	Net Profit	% Net Profit
		Merchandise	Personnel	Oper/Other	Expenditure	(Loss)	(Loss)
July	12,642	-	1,064	-	1,064	11,579	91.6%
August	15,874		3,087	254	3,341	12,533	79.0%

September	10,735	493	-	-	493	10,243	95.4%
FY 25							
Total	39,252	493	4,151	254	4,897	34,355	87.5%
FY 24							
Total	127,712	85,450	62,679	5,960	154,089	(26,877)	(21.0%)
FY 23							
Total	149,615	55,618	55,762	3,413	114,793	34,822	23.3%
FY 22							
Total	111,003	63,066	30,790	3,265	97,121	13,882	12.5%

MEMBERSHIP PROGRAM

The Museum does not operate the membership program. This program is operated by the Friends of the Nevada State Railroad Museum and governed by an MOU between the Board of Museums and History and the Friends of the Nevada State Railroad Museum. The Friends make a quarterly payment to the Museum based on the number of active memberships.

IV. Membership Program

Membership Figures

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

Membership		<u>tr 1</u> - Sep		<u>r 2</u> - Dec		<u>r 3</u> Mar		<u>tr 4</u> - June	<u>TO</u>	ΓAL	TOTAL
Categories	New	Renew	New	Renew	New	Renew	New	Renew	New	Renew	Combined
Individual									0	0	0
Family									0	0	0
Sustaining									0	0	0
Contributing									0	0	0
Patron									0	0	0
Benefactor									0	0	0
Senior Couple									0	0	0
Senior									0	0	0
Students									0	0	0
Lifetime									0	0	0
Comp									0	0	
FY 25	0	0	0	0	0	0	0	0	0	0	0
FY 24	0	0	0	0	0	0	0	0	0	0	0
FY 23	0	912	0	897	0	0	6	673	6	2,442	2,448
FY 22	23	105	14	98	12	72	9	128	58	493	551
YTD	0	0	0	0	0	0	0	0	0	0	0
VTD COMPARI	ISON										

YTD COMP	<u>ARISON</u>								
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
QUARTERI	LY COMPA	ARISON							
	0.00%	0.00%	0.00%	0.00%	0.00%	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.

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

ATTENDANCE

Attendance continues to increase. FY25 Q1 numbers have beaten FY24 Q1 numbers by 333 visitors and \$2,669.

V. Museum Attendance

Attendance chart comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	Sept S	Oct	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	1959	1811	2066										5836
FY 24	2,134	1,519	1850	1,482	1,384	1,237	560	909	1125	1520	1511	2070	17,301
FY 23	11,769	1,744	1665	1,176	1,021	1,017	530	909	834	1385	1198	2176	25,424
FY 22	2,273	1,540	941	1,663	1389	490	828	1098	1166	3590	2019	1872	18,869
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
YTD CO	MPARISON	<u>1</u>											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	LY COMPA	RISON											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Attendance Receipts

/ teteriaai	ice iteceip	<u> </u>											
	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	\$20,983	\$16,530	\$17,487										\$55,000
FY 24	\$16,531	\$17,154	\$18,646	\$19,089	\$9,241	\$6,396	\$6,164	\$4,191	\$5,945	\$12,173	\$10,051	\$14,607	\$140,187
FY 23	\$11,000	\$10,595	\$11,922	\$16,736	\$9,491	\$7,914	\$4,376	\$3,039	\$5,581	\$10,572	\$12,348	\$15,677	\$119,251
FY 22	\$14,550	\$10,367	\$6,833	\$9,480	\$7,329	\$8,435	\$1,432	\$5,346	\$7,100	\$10,912	\$9,628	\$15,187	\$106,599
YTD	\$20,983	\$16,530	\$17,487	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
YTD CO	MPARISO	<u>N</u>											
	126.93%	49.07%	33.42%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	LY COMP.	<u>ARISON</u>											
	126.93%	96.36%	93.78%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Train Ride Receipts Narrative:

Train ride revenue continues to increase. FY25 Q1 numbers have beaten FY24 Q1 numbers by \$8,156.

Train	Ride	Receipts	S

	<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>
FY25	\$10,275	\$2,993	\$11,034										\$24,302
FY24	\$5,093	\$4,644	\$2,592	\$8,561	\$5,873	\$15,252	\$140	\$0	\$0	\$1,566	\$4,631	\$3,464	\$51,814
FY23	\$0	\$1,099	\$2,530	\$5,569	\$3,726	\$12,081	\$780	\$0	\$0	\$6,174	\$117	\$8,308	\$40,384
FY22	\$8,230	\$519	\$834	\$9,286	\$5,997	\$16,080	\$0	\$0	\$0	\$4,608	\$2,686	\$1,730	\$49,970
YID	\$10,275	\$13,268	\$24,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,302
YID COM	<u>PARISON</u>												
	201.7%	136.3%	197.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
MONTHLY	COMPARISO	<u>ON</u>											

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.

FUND RAISING

No fundraising events were conducted in Q1. Planning for Q2 fundraisers: Harvest Train and Santa Train activities has begun.



Joe Lombardo | Governor

Daniel P. Thielen | Administrator

NEVADA STATE MUSEUM Joshua Bonde Ph.D. | Director 600 N. Carson St. Carson City, NV 89701

NEVADA STATE MUSEUM

Date: December 5-6, 2024

To: Board of Museums & History

From: Josh Bonde, Director

Nevada State Museum

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 - September 30, 2024

GENERAL MUSEUM ACTIVITIES

Building Projects

Staff Activities

The Exhibits Team worked on the Basketry Gallery, mocking up basket orientations, recording Washoe language translations of text, recording English narration of text for the visually impaired. They created cold-cast bronze replicas of textiles for tactile exhibition. The Exhibits team demolished the previously existing Plate Tectonics exhibit in anticipation of the replacement exhibit being built by the Nevada Division of Minerals.

The Curator of Natural History, Dr. Baumgardner, participated in two research trips with the Nevada Division of Wildlife live-trapping rodents. He also spent a significant amount of time researching and writing text for the new Natural History Gallery. He worked with Facilities to facilitate cadaver dog training by local law enforcement and first responder agencies.

Curator of Textiles and Clothing, Jan Loverin, completed numerous behind the scenes tours of the Marjorie Russell Textile and Clothing Research Center. She made several significant acquisitions, including a 1919 University of Nevada baseball uniform. She spent a significant amount of time doing research for an upcoming research project.

Director Bonde co-led a group of University of Nevada geology students to Elko County on a paleontological research trip and successfully discovered a new 15 million year old fossil bearing area. Return collection trips are in the works.

In September the Museum participated in the Music and Murals Festival coordinated by the Brewery Arts Center. As part of the event the Museum had Indigenous artist Gregg Deal do a powerful rendering of Datsolalee on the north wall of the North Building of the Main Campus.



BUDGET SUMMARY

Revenue/Expenditure Comparison Narrative: The Museum Revenue is at pace for the 1st quarter of the year at 24%, this despite not being able to restock the store. Expenditures are only at 5% of projections for the 1st quarter. The Museum is currently doing excellent in revenue to expenditures, this is due largely to the fact the 5036 budgets were not open for 2/3rds of the quarter.

I. Private Funds Budget Summary B/A 5036

State Fiscal Year 2025 as of 09/30/2024	<u>GL</u> /Cat#	SFY 2025 Budget	Actuals YTD	Percentage <u>YTD</u>
Cash From Prev Fiscal Year	2511	605,095	605,095	100.00%
Cash Bal Fwrd New Fiscal Year	2512	97,086	97,086	100.00%
Comparison of Revenues Budgeted/ Received:				
Facilities Charge	3801	6,000	450	7.50%
Anthropology Fees	3871	60,000	16,608	27.68%
Coin Press Sales	3872	200,000	57,392	28.70%
Memberships*	4008	29,641	7,326	24.71%
Photograph Sales	4010	2,000	0	0.00%
Merchandise Sales*	4025	250,000	46,853	18.74%
Gifts & Donations	4251	5,000	0	0.00%
Private Grants	4265	40,000	21,703	54.26%
Treasurer's Interest	4326	15,541	0	0.00%
Outside Bank Acct (MS)	4454	10,000	0	0.00%
Total Revenues:		\$618,182	\$150,331	24.32%

Comparison of Expenditures

Budgeted/Expended:					
Anthropology		37	24,678	311	1.26%
Natural History		39	10,000	471	4.71%
Administration		41	129,885	12,512	9.63%
Education		42	9,416	0	0.00%
Exhibits		43	15,000	0	0.00%
History		45	25,471	1,065	4.18%
Board Appr Special Projects		48	434,520	0	0.00%
Museum Store*		49	206,294	42,633	20.67%
Coin Press		50	70,150	20,018	28.54%
Special Projects (Restricted)		55	250,389	746	0.30%
Restr. Collection Storage Main	t	56	144,560	0	0.00%
	Total Expenditures:		\$1,320,363	\$77,755	5.89%

MUSEUM STORE

Museum Store Sales Narrative: The Museum Store has performed well over the first Quarter of FY25 despite not having open budgets for the majority of the quarter. Store Manager Cayce Weislow was highly resourceful in stretching Store merchandise and leveraging consignment to get us through the first 2/3rds of the quarter.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal

years. Fiscal Year	<u>July</u>	Aug	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>June</u>	TOTAL
FY 2025	\$19,185	\$23,657	\$4,011										\$46,853
FY 2024	\$22,869	\$19,308	\$18,316	\$36,373	\$22,983	\$18,207	\$13,394	\$13,465	- \$13,112	\$26,860	\$22,238	\$20,421	\$221,322
FY 2023	\$13,053	\$17,168	\$17,911	\$12,822	\$17,059	\$10,626	\$10,036	\$8,103	\$16,675	\$50,195	\$23,318	\$40,414	\$237,379
FY 2022	\$24,757	\$29,777	-\$21,384	\$6,694	\$9,388	\$6,228	\$8,089	\$14,220	\$16,158	\$13,638	\$16,444	\$14,152	\$138,162
YTD	\$19,185	\$42,842	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853	\$46,853
YTD COM	<u>IPARISON</u>												
	83.89%	101.58%	77.45%	48.37%	39.09%	33.94%	30.94%	28.41%	30.86%	26.22%	23.32%	21.17%	
MONTHL	Y COMPAR	<u>ISON</u>											
	83.89%	122.52%	21.90%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Museum Store Profit and Loss Chart

FY2025							
Q1	Revenues	Expenditures			Total	Net	% Net
		Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)
July	19,185	-	1,149	-	1,149	18,036	94.0%
August	23,657	-	8,100	700	8,800	14,858	62.8%
September	4,011	20,802	5,772	6,110	32,684	(28,674)	(714.9%)
FY25							
Total	46,853	20,802	15,021	6,810	42,633	4,219	9.0%
FY24							
Total	221,322	99,789	62,174	18,483	180,446	40,876	18.5%
FY23							
Total	237,379	94,877	59,295	12,271	166,443	70,936	29.9%
FY22							
Total	138,162	58,450	63,695	5,961	128,106	10,056	7%

MEMBERSHIP PROGRAM

Membership Program Narrative: Mr. Brant continues to curate and foster the Museum Membership Program. We continue to see increase progressive growth in numbers, and a significant number of upgrades to membership status.

IV. Membership Program

Membership Figures

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

years.			_				_		_		
Membership	<u>Q</u>	<u>tr 1</u>		<u>r 2</u>	<u>Qt</u>	<u> </u>	\mathbf{Q}_1	<u>tr 4</u>	<u>TO'</u>	<u>TAL</u>	<u>TOTAL</u>
	<u>July</u>	<u>- Sep</u>	Oct -	- Dec	<u> Jan - Mar</u>		<u>April</u>	- June			
Categories	New	Renew	New	Renew	New	Renew	New	Renew	New	Renew	Combined
Individual									0	0	0
Family									0	0	0
Sustaining									0	0	0
Contributing									0	0	0
Patron									0	0	0
Benefactor									0	0	0
Senior									0	0	0
Student									0	0	0
FY 25	0	0	0	0	0	0	0	0	0	0	0
FY 24	56	185	54	137	35	198	52	187	197	707	904
FY 23	39	168	32	92	42	237	70	193	183	690	873
FY 22	28	36	33	53	56	196	31	94	148	379	527
YTD	0	0	0	0	0	0	0	0	0	0	0

YTD COMPARISON

0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

QUARTERLY COMPARISON

0.00% 0.00% 0.00% 0.00% 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.

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

Membership Sales

Membership sales comparison against three previous fiscal years.

,	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	Dec	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	\$2,261	\$2,025	\$3,040										\$7,326
FY 24	\$0	\$6,390	\$2,125	\$1,085	\$2,365	\$1,456	\$6,891	\$3,205	\$7,034	\$4,825	\$3,016	\$2,625	\$41,017
FY 23	\$195	\$5,915	\$915	\$475	\$2,328	\$2,294	\$1,600	\$2,775	\$6,160	\$3,405	\$2,570	\$1,010	\$29,641
FY 22	\$760	\$785	\$1,800	\$705	\$2,240	\$1,275	\$2,535	\$4,380	\$4,925	\$1,955	\$1,710	\$1,295	\$24,365
YTD	\$2,261	\$4,286	\$7,326	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,326
YTD COMI	PARISON												
	0.00%	67.06%	86.03%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTHLY	COMPAI	RISON											
	#DIV/0!	31.69%	143.06%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

ATTENDANCE

Museum Attendance Narrative

The Museum continues to see good attendance numbers. Although we are few behind last year we are still seeing good numbers. Special events through the rest of the fall will quickly catch up the numbers.

V. Museum Attendance

Attendance chart comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	3734	3131	2658										-
FY 24													
EV 22	3,775	3,101	2,959	7,594	3,350	2,320	2,047	2,177	2,579	2,608	3,882	3,681	40,073
FY 23	2,911	2,581	2,360	3,769	2,632	1,373	1,600	1,659	2,333	4,435	3,545	4,375	33,573
FY 22	2,711	2,301	2,300	3,707	2,032	1,575	1,000	1,037	2,333	7,733	3,343	4,575	33,373
	3,360	2,069	1,353	1,654	1,657	906	990	1,251	1,798	2,472	2,307	2,573	22,390
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
YTD CO	MPARISON	1											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	LY COMPA	RISON											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Attendance Receipts

Attenua	nce neceip	<u> 13</u>											
	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
FY 25	\$23,016	\$23,016	\$19,399										\$65,430
FY 24	\$17,659	\$26,731	\$20,350	\$19,870	\$13,010	\$8,360	\$14,590	\$10,950	\$11,534	\$18,600	\$17,900	\$23,577	\$203,131
FY 23	\$16,917	\$22,028	\$16,410	\$15,050	\$11,335	\$5,440	\$11,920	\$8,160	\$13,111	\$17,416	\$14,990	\$30,443	\$183,221
FY 22	\$16,134	\$15,624	\$7,280	\$7,888	\$9,916	\$3,716	\$8,020	\$7,470	\$11,916	\$12,270	\$11,790	\$17,930	\$129,955
YTD	23,016	46,031	65,430	0	0	0	0	0	0	0	0	0	65,430
YTD CO	MPARISO	N											
	130.33%	103.70%	101.07%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTH	LY COMP.	<u>ARISON</u>											
	130.33%	86.10%	95.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

FUND RAISING

The Museum resurrected the Carson City Mint Coin Show with the help of Northern Nevada Coin. The event was attended by 12 dealers from around the west. The event was considered a success for the merchants. The Coin Press had a successful weekend, as did store sales. The Museum made additional revenue from table rentals to the merchants.

The Museum assisted the Friends of the Nevada State Museum with the Tin Cup Roundup at the Governor's Mansion. This fundraiser was to support the Museum's 1967 Chevrolet Step-side pickup that used to haul the Museum mobile museum around the state. The purpose of the truck now will be marketing and awareness of the Museum. Restoration work was done by the Nevada State Prison vocational training program.



NEVADA MUSEUMS & HISTORY

Joe Lombardo | Governor

Daniel P. Thielen | Administrator

NEVADA HISTORICAL SOCIETY

Catherine Magee | Director

1650 North Virginia Street Reno, NV 89503

NEVADA HISTORICAL SOCIETY

Date: December 5-6, 2024

To: Board of Museums & History

From: Catherine Magee, Director

Nevada Historical Society

Through: Daniel Thielen, Administrator, Nevada Division of Museums & History

Re: Quarterly Report to the Board of Museums & History

July 1, 2024 – September 30, 2024

GENERAL MUSEUM ACTIVITIES

Building Projects

CIP planning for projects continue

Staff Activities

Julv:

Artown lectures: Boys and Their Toys; C is for Cookie; From Gold to Mineral Water; The Bank Club; Wood for the Comstock

High Noon-Thunderbird Lodge

August:

High Noon: Kimmie Candie

American Gaming Archive lecture: Harrah's Cabaret

History Series: HRPS Home Tour history

September:

High Noon: The Historic Sutro Tunnel's Past, Present, and Future

History Series: The Reno Cure

BUDGET SUMMARY

Revenue/Expenditure Comparison Narrative:

The above figures reflect revenues and expenditures as of July-September 2024.

I. Private Funds Budget Summary B/A 5035

State Fiscal Year 2025 as of 9/30/2024	<u>GL</u> / <u>Cat#</u>	SFY 2025 Budget	Actuals YTD	Percentage YTD
Cash From Prev Fiscal Year	2511	1,983,009	1,983,009	100.00%
Cash Bal Fwrd New Fiscal Year	2512	76,494	76,494	100.00%
Comparison of Revenues Budgeted/ Received:				
Memberships*	4008	27,686	4,480	16.18%
Photograph Sales	4010	500	0	0.00%
Printing Sales	4011	609	60	9.80%
Merchandise Sales*	4025	15,000	2,382	15.88%
Gifts & Donations	4251	5,136	200	3.89%
Private Grants	4265	25,000	1,692	6.77%
Treasurer's Interest	4326	82,144	0	0.00%
Trans Museum Ded Trust	4665	0	0	0.00%
Total Revenues:		\$156,075	\$8,813	5.65%

Comparison of Expenditures	<u>GL</u>	SFY 2025	Actuals	<u>Percentage</u>
Budgeted/Expended:	<u>/Cat#</u>	Budget	YTD	<u>YTD</u>
Administration	35	113,624	2,939	2.59%
Nevada Historical Quarterly	37	17,013	4,912	28.87%
Museum Store*	41	16,014	266	1.66%
Docent	43	2,100	0	0.00%
Board Appr Special Projects	48	380,639	0	0.00%
Photo	49	580	0	0.00%
Special Projects (Restricted)	55	1,685,608	8,239	0.49%
Total Expenditures:		\$2,215,578	\$16,356	0.74%
Available Unrestricted Cash			374,592	

MUSEUM STORE

Museum Store Sales Narrative:

The Administrative Assistant/Store Manager/ Membership Manager/ Admissions Manager position remains vacant this quarter. The Director, Catherine, is undertaking these duties until the position is hired. Report reflects activity through September 30, 2024.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

previou	is iiscai y ca	15.											
Fiscal	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	Dec	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	TOTAL
Year													
FY													
2025	964	1,056	362										2,382
FY													20,955
2024	-	8,416	13,265	3,261	500	1,058	(11,369)	1,121	924	2,020	1,592	166	
FY													10,040
2023	457	1,061	492	1,166	242	1,227	665	1,060	1,836	639	713	483	
FY													12,237
2022	2,279	378	532	876	478	1,732	357	153	1,869	273	292	3,017	
YTD	964	2,020	2,382	2,382	2,382	2,382	2,382	2,382	2,382	2,382	2,382	2,382	2,382
YTD (OMPARIS	SON										-19,541	
	#DIV/0!	24.01%	10.99%	9.55%	9.36%	8.99%	15.74%	14.66%	13.87%	12.41%	11.46%	11.37%	
MONT	THLY CON	APARISO	<u>N</u>										
	#DIV/0!	12.55%	2.73%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

Store sales chart comparison against previous fiscal years.

Museum Store Profit and Loss Chart

FY2024	Revenues	Expenditures			Total	Net	% Net
			•			Profit	Profit
		Merchandise	Personnel	Oper/Other	Expenditure	(Loss)	(Loss)
July	964	-	-	-	-	964	100.0%
August	1,056	189	-	-	189	867	82.1%
September	362	77	-	-	77	285	78.7%
October	-		-	-	-	-	0.0%
November	-		-	-	-	-	0.0%
December	-		-	-	-	-	0.0%
January	-		-	-	-	-	0.0%
February	-		-	-	-	-	0.0%
March	-		-	-	-	-	0.0%
April	-		-	-	-	-	0.0%
May	-		-	-	-	-	0.0%
June	-		-	-	-	-	0.0%
FY25 Total	2,382	266	-	-	266	2,116	88.8%
FY24 Total	20,955	4,490	-	-	4,490	16,465	78.6%
FY23 Total	10,040	3,455	12	1,831	5,298	4,742	47.2%
FY22 Total	12,237	1,635	24	3,662	5,321	6,916	56.5%

MEMBERSHIP PROGRAM

Membership Program Narrative:

The NHS also has institutional memberships with 2 renewals.

Membership Program IV.

Membership Figures

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

Membership		t <u>r 1</u> - Sep	Qt Oct -	<u>r 2</u> · Dec		<u>r 3</u> - Mar		<u>r 4</u> - June	<u>TO</u>	TAL_	TOTAL
Categories	New	Renew	New	Renew	New	Renew	New	Renew	New	Renew	Combined
Individual	3	19			•		·		0	0	0
Family	5	12							0	0	0
Sustaining	2	10							0	0	0
Contributing	0	0							0	0	0
Patron	0	0							0	0	0
Benefactor	0	0							0	0	0
Senior	10	20							0	0	0
Student	1	0							0	0	0
FY 25	0	0	0	0	0	0	0	0	0	0	0
FY 24	19	58	17	67	26	96	23	85	85	345	306
FY 23	19	81	18	96	36	92	16	76	89	345	434
FY 22	2	60	11	66	12	99	0	144	25	363	388
YTD	0	0	0	0	0	0	0	0	0	0	0

YTD COMPARISON

0.00%0.00%0.00% 0.00%0.00%0.00%0.00%0.00%**QUARTERLY COMPARISON**

0.00% 0.00% 0.00% 0.00%0.00%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.

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

Membership Sales

Membership sales comparison against three 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 25	\$1,125	\$1,000	\$2,355										\$4,480
FY 24	\$0	\$0	\$0	\$0	\$2,625	\$2,855	\$3,130	\$2,605	\$1,350	\$3,920	\$915	\$475	\$17,875
FY 23	\$0	\$2,375	\$2,725	\$995	\$1,855	\$2,430	\$2,830	\$1,115	\$3,130	\$2,860	\$580	\$2,955	\$23,850
FY 22	\$1,365	\$315	\$2,300	\$300	\$1,760	\$3,595	\$2,300	\$2,510	\$3,590	\$505	\$620	\$1,685	\$20,845
YTD	\$1,125	\$2,125	\$4,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,480
YTD COMPAR	<u>ISON</u>												
	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MONTHLY CO	MPARISO	<u>N</u>											
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	

2133.39

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

Museum Attendance Narrative

The NHS Research Library is open by reservation Thursday - Saturday from 12:00 to 4:00; with 76 library appointments this quarter.

The Museum Gallery is open to the public Wednesday -Saturday 10:00 AM to 4:00 PM; with 806 gallery visitors.

There were 74 students and 17 adult chaperons for school tours this quarter.

Report reflects activity through September 30, 2024.

V. Museum Attendance

Attendance chart comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	Sept	<u>Oct</u>	Nov	Dec	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>June</u>	TOTAL
FY													0
25													
FY	521	143	266	442	284	326							1,982
24													
FY	254	60	169	239	144	222	87	330	558	483	351	236	3,133
23													
FY	84	54	50	114	87	239	80	295	137	170	317	136	1,763
22													
YTD	0	0	0	0	0	0	0	0	0	0	0	0	0
YTD (COMPARIS	ON											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MON	THLY COM	<u>IPARISON</u>											
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/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

	<u>July</u>	Aug	Sept	<u>Oct</u>	Nov	Dec	<u>Jan</u>	Feb	<u>Mar</u>	<u>Apr</u>	May	<u>June</u>	TOTAL
FY	\$450	\$450	\$366										\$1,266
25													
FY	\$300	\$256	\$246	\$456	\$420	\$492	\$1,002	\$718	\$663	\$330	\$408	\$198	\$5,489
24													
FY	\$74	\$70	\$108	\$240	\$150	\$156	\$276	\$402	\$822	\$396	\$254	\$198	\$3,146
23													
FY	\$315	\$180	\$115	\$15	\$182	\$102	\$102	\$54	\$254	\$192	\$162	\$294	\$1,967
22													
YTD	450	900	1,266	0	0	0	0	0	0	0	0	0	1,266
YTD (COMPARI	SON											
	150.00%	161.87%	157.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
MON'	THLY CO	MPARISO!	<u>N</u>										
	150.00%	175.78%	148.78%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	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.

FUND RAISING

Narrative

Our docent hours this quarter: 1987

Total volunteer hours donated this quarter: 2879.5 hours

Total value of donated time: \$59,510.65*
* based on accepted rate of \$29.95/hour



NEVADA MUSEUMS & HISTORY Joe Lombardo | Governor Dan Thielen | Administrator

ADMINISTRATIVE OFFICES 412 East Musser Street, Ste. 2 Carson City, NV 89701

To:

Daniel P. Thielen DMH Administrator

From: Daphne O. DeLeon, Administrative Services Officer II

Date: 10/08/24

RE:

FY25 Budget Change Request

I am requesting approval to pay the following FY24 bills out of the FY25 private budgets Category 48. These bills were not paid before the closure of the State FY24 fiscal accounts because of the staff time required to build the DMH 26-27 budget request, staff turnover and late receipt of invoices.

BA 5035 Nevada Historical Society

\$1,000 Rowley Editorial Services June 2024 hours = 40 x \$25.00/hour

BA 5037 Boulder City Railroad Museum

\$225.00 Color Reflections Museums Signs

\$687.14 Lowes

Locomotive repair supplies

APPROVED

___10/08/24__

Daniel P. Thielen, DMH Administrator

Date