

LEO M. DROZDOFF, P.E.
Director

Department of Conservation and
Natural Resources

DAVID K. MORROW
Administrator

Northern Region Office
16799 Lahontan Dam
Fallon, NV 89406
Phone: (775) 867-3001
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BRIAN SANDOVAL
Governor

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE PARKS

March 2, 2012

Address Reply to:

901 S. Stewart Street
Suite 5005
Carson City, NV 89701-5248

Phone: (775) 684-2770
Fax: (775) 684-2777
stparks@parks.nv.gov
http://parks.nv.gov

Nollette Lee, President
Spring Mountain Docents
P.O. Box 124
Blue Diamond, NV 89004

Certified Mail: 7004 0750 0000 1055 2035

RE: 30-Day Notice of Termination

Dear Ms. Lee:

Pursuant to Paragraph Four of the Cooperative Agreement ("Agreement") between the Nevada Division of State Parks, Spring Mountain Ranch State Park and the Spring Mountain Docent Organization, please allow this correspondence to serve as State Park's 30-day notice of termination of the Agreement. The Agreement will terminate effective Friday, April 6, 2012.

As you are aware, the docent organization has supplied volunteers to assist with interpretive and living history programs at Spring Mountain Ranch for some years. Unfortunately, involvement in internal state personnel matters, discord among the membership and the cost of providing Workers' Compensation insurance has caused the administration of State Parks to re-examine the role of the docent organization. As a result, a decision has been made to terminate the Agreement with Spring Mountain Docents and utilize the Division of State Parks' "Volunteer in Parks" program to provide volunteer services in the future. Recent revisions to the volunteer manual and policy for all State Parks will assist us in accommodating this transition at Spring Mountain Ranch.

We appreciate the many hours of service individual members of the docent organization provided and hope the Spring Mountain Docent Organization will consider remitting the donations they collected to Spring Mountain Ranch State Parks' donation account.¹ Despite the termination of the Agreement with the Spring Mountain Docents, there will still be an opportunity for a limited number of individuals to continue to volunteer at the park.

Sincerely,

A handwritten signature in blue ink that reads "David K. Morrow".
David K. Morrow
Administrator

Attachment

cc: Kristen Geddes, Deputy Attorney General, Office of Attorney General
Leo Drozdoff, Director, Department of Conservation & Natural Resources
Kay Scherer, Deputy Director, Department of Conservation & Natural Resources
Cory Hunt, Agency Liaison, Office of Governor
Eric Johnson, Deputy Administrator, Division of State Parks
Russ Dapsauski, Southern Region Manager, Division of State Parks
Rick Keller, Park Supervisor, Spring Mountain Ranch State Park

¹ Although this request for turnover is voluntary at this time, Attachment A, § Cooperative Action, Paragraph (A) provides that turnover is mandatory in the event the Docent Board disbands.

COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between the State of Nevada
Acting By and Through Its

Nevada Division of State Parks
Spring Mountain Ranch State Park
PO Box 124
Blue Diamond, NV 89004
Phone: (702) 875-4141 Fax: (702) 875-1909

And

Spring Mountain Ranch Docent Organization
PO Box 124
Blue Diamond, NV 89004
Phone: (702) 875-4141

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, it is deemed that the cooperative action as hereinafter set forth between the parties is in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **AGREEMENT TERM.** This Agreement shall be effective on date of the last signature to _____ ten years after last signature on agreement was obtained, unless sooner terminated by either party as set forth in this Agreement.
4. **TERMINATION.** This Agreement may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 (thirty) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the scope of the cooperative action shall be specifically described in accordance with State Administrative Manual ' 0308.0; this Agreement incorporates the following attachments in descending order of constructive precedence: ATTACHMENT A: SCOPE OF COOPERATIVE ACTION
7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.
8. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, 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.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by the State Auditor, Employment Security, 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.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

9. INDEMNIFICATION.

a. To the fullest extent of NRS chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

11. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

12. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the joint property of both parties.

13. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

14. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

15. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in paragraph (6).

16. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

17. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement of the parties and such are intended as a 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

ATTACHMENT A

SCOPE OF COOPERATIVE ACTION

Whereas the mission of the NEVADA DIVISION OF STATE PARKS is to acquire, protect, develop and interpret a well-balanced system of areas of outstanding scenic, recreational, scientific and historical importance for the inspiration, use and enjoyment of the people of the State of Nevada and that such areas shall be held in trust as irreplaceable portions of Nevada's natural and historical heritage.

Whereas the mission of the SPRING MOUNTAIN RANCH DOCENT ORGANIZATION is to provide volunteer services and financial support at Spring Mountain Ranch State Park. Docents educate visitors on the cultural and natural history resources to enhance visitors' appreciation and enjoyment of the park.

PARKS OBLIGATIONS:

- A. To support the DOCENTS by assisting with training, scheduling, and supervising of DOCENTS.
- B. To continue to use the DOCENTS as trained volunteers in the on-going interpretive and living history program at Spring Mountain Ranch State Park.
- C. To allow the DOCENTS to collect donations for their ongoing costs and support of Spring Mountain Ranch State Park. All funds collected will be deposited directly into the DOCENT bank account and subject to audit by PARKS. PARKS shall receive a monthly accounting of DOCENT finances.
- D. To allow the DOCENTS to raise additional funds by selling beverages and snack food items not prohibited by agreement with the Nevada State Park Cooperative Association or other contracts. All funds collected will be deposited directly into the DOCENT bank account and subject to audit by PARKS.
- E. To provide Worker's Compensation Insurance and Liability protection to on-duty DOCENTS for services rendered on behalf of PARKS.
- F. Reserves the right to discontinue the DOCENT'S activities at any time that any or all of the program comes into conflict with the purposes or mission of PARKS.
- G. Reserves the right to oversee the DOCENT program in all its phases.
- H. Reserves the right to have two (2) voting members on the DOCENT BOARD.

DOCENTS OBLIGATIONS:

- A. To assume responsibility of administering all phases of DOCENT operations.
- B. To supply volunteers to assist with interpretive and living history programs at Spring Mountain Ranch State Park.
- C. To provide financial assistance to interpretive, operations, and living history programs at Spring Mountain Ranch State Park.
- D. To maintain a Board of Directors as stated in Spring Mountain Ranch Docent By-Laws. At least two board members will be representatives from PARKS.

- E. To review and update as necessary the DOCENT Training Manual and By-Laws.
- F. To provide PARKS with a monthly report of DOCENT BOARD actions, including Board meeting minutes and finances.
- G. To provide PARKS with an annual report to include budget and evaluation of programs.
- H. Reserves the right to disband the DOCENTS at any time that either parties to this Agreement fail to comply with the Agreement.

COOPERATIVE ACTIONS:

- A. The above named parties will cooperate fully and freely in initiating and implementing interpretive programs and projects for Spring Mountain Ranch State Park as may be determined by the Park Supervisor, Park Interpreter, and Docent Board of Directors.
- B. For the purpose of this Agreement, the Park Supervisor is the PARK's representative in direct charge of Spring Mountain Ranch State Park. They are charged with the day-to-day administration of this Agreement and are the SPRING MOUNTAIN RANCH DOCENT ORGANIZATION BOARD's contact with PARKS for information, agreement performance, or other issues that might arise. The DOCENT BOARD will be represented by the Docent President or their designee.
- C. Any problems, disputes, issues, or concerns relating to this Cooperative Agreement which cannot be resolved by the Docent President and Park Supervisor will be settled through negotiation by the PARK's Regional Manager and Docent President.
- D. Should the DOCENT BOARD disband for any reason, all funds and property controlled by the DOCENT's will revert to PARKS gift and grants fund for Spring Mountain Ranch State Park interpretive programs after proper payment of any claims.
- E. Modification of Agreement: Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent, agree to modifications in writing which are not forbidden by law. Specific projects as may be called for in forthcoming agreements or letters of understanding will incorporate this Agreement by reference.
- F. This written agreement embodies the entire understanding and agreement between PARKS and DOCENT ORGANIZATION.
- G. This Cooperative Agreement becomes effective on the date of the last signature herein for a period of Ten (10) years.

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

Virginia Belwood 4-15-09
Public Agency Signature Date

President, SMR Docents
Title

David B. Mason 4/05/09
Administrator, Division of State Parks Date

[Signature] 4/2/09
Park Supervisor or Regional Manager Date

Kurt Hill 10/8/09
Admin Services Officer II, Division of State Parks Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 12/1/09
(Date)