

The Children's Cabinet

Washoe County Outdoor Festival Application

SUBMITTED: 6/22/2018

Submitted To:

Washoe County Department of Community Development Business Licensing Department 1001 E. 9th St. Reno, NV 89520

Submitted By:

The Children's Cabinet A 501 C (3) Non-Profit 1090 S Rock Blvd Reno, NV 89501 Represented By: Kim Young- Interim Executive Director kyoung@childrenscabinet.org

Art of Childhood Fundraising Gala



August 24, 2018 Montreux Golf & Country Club 5:30 p.m. to 8:30 p.m.

In 2018, The Children's Cabinet will celebrate its 20th annual Art of Childhood Gala and Fundraiser with at least 600 guests including business leaders, community partners, major donors, board members and supporters. The event will raise funds and spotlight a Children's Cabinet program as well as honor a distinguished supporter with the Dixie May Philanthropy Award. This event raises between \$300,000 and \$500,000 for children and family services each year.

















The Art of Childhood fundraising

gala is made possible by a unique and long-standing collaboration between the Eldorado Hotel Casino (wine and beverages), Grand Sierra Resort and Casino (dinner), and Peppermill Reno (audio visual) in addition to valuable contributions by over fifty local businesses and foundations.

The Children's Cabinet, Inc., is a 501(c)(3) tax-exempt organization located in Nevada. Tax identification number 77-0097156.

Assisting over 12,000 families a year with programs and services focused on *Keeping Children Safe and Families Together.* www.childrenscabinet.org

OUTDOOR COMMUNITY EVENT APPLICATION

(Requires a non-refundable \$50 application fee)

	Applicati	ion date: _	6/22/18		
	Applicant Informatio	n			
The Children's Cabinet					
Mailing address: 1090 S Rock Blvd	Reno		NV	89441	.
Street or PO Box	City		State	Zip code	
Phone: 775-856-0356 (Business)	775-856-0356	_ (Home)	775-856	6-0356	_(Cell)
All applicants, to include corporate office	rs or partners must con	nplete a pe	rsonal history form	n	
Is the applicant a(n):	🗖 Partnershi	o [Individual		
If a corporation or a partnership, list corporate off	·				
Name Please see attached.	Address		Ti	tle	
	Event Information				
Name of Event: The Art of Childhood					
Date(s) of Event: August 24th, 2018	Hours of opera	4:3	0pm-8:30pm		<u></u>
Location of Event: Montreux Golf and Country (Club				
Assessor Parcel Number(s): 148-010-50					
Description of Event:The Children's Cabinet an	nual fundraising gala th	nat benefits	The Children's C	Cabinet's prog	rams
and supports our mission in keeping children sa					
and supports our mission in Reeping children sa	ale and lamilles togethe	<u>ər</u>			
					<u> </u>
Name of the designated event representative w	/ho will be on-site dur	ing the eve	ent and who has	authority to	hind the
applicant:Kim Young, Interim Executive Dire				uniterity to	
Will an admission fee be charged for your event?	Dit Ye	_ • [J No		
If yes, amount and type of fee(s):Pleas			JIO		
	X Pre-sales	At ent	ranço		
Approximate number of participants and other per			lance		
Approximate number of customers and spectators		<u>.</u> .			
Approximate maximum number of persons on any		600-65	ſ		
				700 MB-1	
Will food and/or beverages be served? (all food and beverage vendors must have			Lookh District		
Will alcoholic beverages be served?	e the appropriate was	nue County	nealth District p	ermits)	
(all intoxicating liquor vendors must be ind	-	Washee O	ounty Dualage - 1	in a march	
Will there be live music?	_	washoe C	ounty Business L	license)	
	🔲 No				

OUTDOOR COMMUNITY EVENT LICENSE

	I nsure r (see Insurance, Hold Harmles	Information ss & Indemnifica	tion Requirements)	
Name of Insurer:	L/P Insurance Services, Inc.	F	Policy number:	hed.
Attach copy Address of Insurer:	of insurance policy specific to event (r 300 East 2nd Street Suite 1300			
Limits of liability:	Street Please see attached insurance summary	City	State	Zip code
	HISTORY OF (attach additior	SIMILAR EV nal sheets if nee		
names, types, dates The Children's Cabi	of all similar events conducted, operat , locations, permits or licenses issued. inet has held The Art of Childhood Fundrais at Governor's Mansion before that various	sing Gala annua	lly for the past 20 years. T	he last 7 years
		i dor List al sheets if nee	ded)	
Name o See attached.	f Vendor		Type of service or pro	oduct
<u></u>				
		,		

CONTRIBUTORS OR INVESTORS LIST

(List the names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event) (attach additional sheets if needed)

Name

Address

ANCILLARY SERVICES OR ACTIVITIES LIST

(List the names and addresses of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the event) (attach additional sheets if needed)

Name

Address

Children's Cabinet, Inc. Balance Sheet as of June 19, 2018

ets		Actua
Current Assets		
Cash		
01-1112-00-000	Checking Account - Operational Account - Wolls Fargo	\$1,589,853.49
01-1114-00-000	Checking Account - SEED - Wells Fargo	\$20,119.00
01-1115-00-000	Checking Account - Payroll - Wells Fargo	\$14,263.30
Total Cash	cheening rootening rayron wons raige	\$1,624,235.79
		·····
Accounts Receivable		
01-1201-20-230	Accounts Receivable - CSN	\$11,936.00
01-1202-00-000	Accounts Receivable - Grants	\$1,102,480.54
01-1205-00-000	Accounts Receivable - Employees	\$204.94
01-1210-00-000	Accounts Receivable - Suspense	(\$235.05)
Total Accounts Receivable		\$1,114,386.43
Investments		
01-1404-00-000	Children's Cabinet Inc Reserve	\$701,416.76
Total Investments		\$701,416.76
Total Current Assets		\$3,440,038.98
Other Assets		
Prepaid Expenses		
01-1501-00-000	Prepaid Expenses - Worker's Comp	\$717.23
01-1517-00-000	Prepaid - Various	\$10,000.00
Total Prepaid Expenses		\$10,717.23
Fixed Assets		
01-1701-00-000	Building	\$1,761,377.03
01-1702-00-000	Furniture & Equipment	\$607,285.48
01-1703-00-000	Land Improvements	\$42,906.00
01-1705-00-000	Machinery & Equipment	\$38,964.25
01-1707-00-000	Land - 777 Sinclair	\$259,274.14
01-1708-00-000	Building Improvements	\$8,113.17
01-1710-00-000	May Building Improvement	\$1,339,748.15
01-1711-00-000	Land Improvement - Solar Panel	\$172,267.00
01-1712-00-000	Equipment - May Building	\$87,298.00
01-1713-00-000	Automobile	\$82,807.50
01-1714-00-000	Software	\$70,500.00

Children's Cabinet, Inc. Balance Sheet as of June 19, 2018

		Actual
Accumulated Depreciation		
01-1801-00-000	Accumulated Depreciation Building	(\$1,363,118.24)
01-1802-00-000	Accumulated Depreciation Furniture & Equipment	(\$605,867.36)
01-1803-00-000	Accumulated Depreciation Land Improvements	(\$11,150.50)
01-1805-00-000	Accumulatd Depreciation - Machinery & Equipment	(\$116,364.58)
01-1807-00-000	Accumulated Depreciation - Solar Panels	(\$83,428.75)
01-1808-00-000	Accumulated Depreciation - Auto	(\$57,138.92)
Total Accumulated Depreciation		(\$2,237,068.35)
Intangible Assets		
01-1901-00-000	Intangible Asset - Mineral Rights	\$593,700.00
Total Intangible Assets		\$593,700.00
Total Other Assets		\$2,837,889.60
Total Assets		\$6,277,928.58

Liabilities and Fund Balance

Children's Cabinet, Inc. Balance Sheet as of June 19, 2018

Accounts Payable		
01-2011-00-000	Accounts Payable - Operating	\$401,141.45
01-2019-20-200	Advance Deposit - Kellogg	\$1,276,597.65
01-2021-20-200	Accounts Payable - State of Nevada	\$25,186.38
Total Accounts Payable		\$1,702,925.48
Payroll Liabilities		
01-2102-00-000	Accumulated Compensated Absences	\$225,055.96
01-2105-00-000	Disability Insurance Payable	(\$255.34)
01-2106-00-000	Federal Income Tax Withholding	\$0.25
01-2107-00-000	FICA Withholding	\$51,68
01-2108-00-000	FSA Dependent Care Holding	(\$6,210.83)
01-2109-00-000	FSA Employee Provided Insurance	\$35,581.91
01-2110-00-000	FSA Unreimbursed Medical Holding	(\$5,962.44)
01-2111-00-000	Health Insurance Payable	(\$7,997.55)
01-2112-00-000	Dental Insurance Payable	\$1,455,18
01-2113-00-000	Vision Insurance Payable	\$160.83
01-2114-00-000	Medicare Withholding	\$12,36
01-2116-00-000	SUI Payable	\$190,595.99
01-2117-00-000	Accident, Cancer, Personal Recovery Plus	\$896.94
01-2118-00-000	Life Insurance	\$1,616.95
01-2119-00-000	Garnishment	\$661,91
01-2122-00-000	Health Insurance Affordable Care Act	(\$6.00)
Total Payroll Liabilities		\$435,657.80
Deferred Revenue		<u> </u>
01-2202-00-000	Deferred Grant Revenue - Advance	\$2,983.73
01-2205-00-000	Deferred Revenue - Oil, Gas, and Mineral Lease	\$31,704.00
Total Deferred Revenue		\$34,687.73
Total Liabilities		\$2,173,271.01
Fund Balance		

Total Liabilities and Fund Balance

Total Fund Balance

Actual

\$4,104,657.57

\$6,277,928.58

Children's Cabinet, Inc. Balance Sheet as of June 19, 2018

Report name: Balance Sheet as of June 19, 2018 created 6/19/2018 Chart template: Default Include account levels 1 to 4 Do not include accounts with zero balances Do not include inactive accounts User has access to all accounts User has access to all Projects Include all Funds Include all Account Codes Include all Accounts Include all Account Attributes Include all Projects Include all Project Attributes Include all Transaction Attributes Include all Classes Include all Journals Include all Not Yet Posted Transactions Include all Cash Flow Codes Include all Working Capital Codes

Include all Project Types Include all Project Statuses Include all Project Divisions Include all Project Departments Include all Project Locations Include all Department(s) Include all Program(s)

Column 1 criteria: Heading: Definition: Account Number

Column 2 criteria: Heading: Definition: Account Description

Column 3 criteria: Heading: Actual Include these dates: 6/19/2018 Definition: {Actual}



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
the	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PROD	UCER				CONTA NAME:	^{CT} Dawn Fa	hrney		
L/P	Insurance Services, Inc.				PHONE (A/C, No	Ext); (775)	996-6000	FAX (A/C, No): (775) 4	73-9288
300	East 2nd Street				E-MAIL	ss: dawn.fa	hrney@lpi	lns.net	
Sui	te 1300					INS	URER(S) AFFOR		NAIC #
Ren	o NV 895	01			INSURE	RA:Philad	elphia In	demnity Ins. Co.	18058
INSUF	RED				INSURE	RB:Insura	nce Compa	iny of the West	27847
Chi	ldren's Cabinet, Inc.				INSURE	RC:			
109	0 S. Rock Blvd				INSURE	RD:			
					INSURE	RE:			
Ren					INSURE	RF:			i
				NUMBER:CL18122793				REVISION NUMBER:	
INI CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY F CLUSIONS AND CONDITIONS OF SUCH I	QUIREN PERTAII POLICIE	men In, ti Es. l	IT, TERM OR CONDITION (THE INSURANCE AFFORDE	of any Ed by 1	CONTRACT	OR OTHER D DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SU INSD W		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	1,000,000
A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
	X Soc Svcs Prof Liability			PHPK1676842		7/1/2017	7/1/2018	MED EXP (Any one person) \$	20,000
	X 1,000,000/2,000,000							PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	2,000,000
	OTHER:		_					Abuse and Molestation \$	1,000,000
								COMBINED SINGLE LIMIT (Ea accident)	1,000,000
A	X ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per person) \$	
	AUTOS AUTOS			PHPK1676842		7/1/2017	7/1/2018	BODILY INJURY (Per accident) \$	
	X HIRED AUTOS X AUTOS							PROPERTY DAMAGE \$	
			\rightarrow					\$	
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE							EACH OCCURRENCE \$	1,000,000
A						E /1 /001E	5 /1 /0010	AGGREGATE \$	1,000,000
<u> </u>	DED X RETENTION \$ 10,000 WORKERS COMPENSATION		\rightarrow	PHUB590791	<u></u>	7/1/2017	7/1/2018	X PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY Y / N								
в	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WLV502310105		2/1/2018	2/1/2019	E.L. EACH ACCIDENT \$	1,000,000
"	(Mandatory In NH)					2/1/2010	2/1/2019	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	DÉSÉRIPTION OF OPERATIONS below		\dashv					E.L. DISEASE - POLICY LIMIT \$	1,000,000
A	D&O / EPLI		Í	PHPK1676842		7/1/2017	7/1/2018		00,000/5000
	Crime/Employee Dishonesty							Limit/Deductible 10	0,000/1,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re:Art of Childhood, When Named Insured's operations are performed for Montreux Golf and Country Club, pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policy(ies) listed above: Additional Insured Status is determined by attached GL Form #PI-GLD-HS 10/11, Waiver of Subrogation Status is determined by GL Form PI-GLD-HS 10/11, Primary and Non-Contributory Status is determined by GL Form PI-GLD-HS 10/11.									
CEF	TIFICATE HOLDER				CAN	ELLATION			
				reuxgolf.com lub	SHC THE ACC	ULD ANY OF	THE ABOVE D N DATE TH ITH THE POLK	DESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE CY PROVISIONS.	
						NILLE REFREDE	- TAUVE		
					Dawn	Fahrney/	DAWN	Dawn Sala	neg ?

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

									6/14/2018
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1	PORTANT: If the certificate holder	is an	AD	DITIONAL INSURED, the	policy(i	es) must be	endorsed.	IF SUBROGATION IS WA	IVED, subject t
u c	ne terms and conditions of the policy ertificate holder in lieu of such endor	, certa seme	ain p nt(s)	oolicies may require an ei	ndorsei	nent. A stat	tement on th	is certificate does not co	nfer rights to th
PRO	DUCER				CONTAC	T Dawn Fa	hrney	·····	
L/1	P Insurance Services, Inc.				PHONE (A/C, No	(775)	996-6000	FAX	75)473-9288
30	0 East 2nd Street				E-MAIL	s: dawn.fa	hrney@lp:	ins.net	
Su:	ite 1300					INS	URER(S) AFFOR	DING COVERAGE	NAIC #
Rei	no NV 895	501			INSURE	RA:Philad	elphia Ir	demnity Ins. Co.	18058
					INSURE	RB;Insura	n <u>ce Comp</u> a	ny of the West	27847
	ildren's Cabinet, Inc.				INSURE	२ C :			
10	90 S. Rock Blvd				INSURE	<u> </u>			
D	no NV 895	.02			INSURE			<u> </u>	
Rei			• ^ 7 -	NUMBER:CL18122793	INSURE	RF:			
	HIS IS TO CERTIFY THAT THE POLICIES					USSUED TO		REVISION NUMBER:	
	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIRI PERT/ POLIC	emei Ain, ⁻ Cies,	NT, TERM OR CONDITION I THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	of any Ed by t Been r	CONTRACT HE POLICIES EDUCED BY I	OR OTHER I	OCUMENT MATH RESPECT	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	1,000,0
A								DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,0
	X Soc Svcs Prof Liability			PHPK1676842		7/1/2017	7/1/2018	MED EXP (Any one person) \$	20,0
	X 1,000,000/2,000,000							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	
								PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY							Abuse and Molestation \$ COMBINED SINGLE LIMIT	
								(Ea accident)	
A	ALL OWNED SCHEDULED			PHPK1576842		7/1/2017	7/1/2018	BODILY INJURY (Per accident)	
	X HIRED AUTOS X AUTOS HIRED AUTOS X AUTOS					,, _,	., 1, 2010	PROPERTY DAMAGE	
								(Per accident) 3	
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE \$	1,000,0
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	
	DED X RETENTION \$ 10,000			PHUB590791		7/1/2017	7/1/2018	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT \$	1,000,0
в	(Mandatory in NH)			WLV502310105		2/1/2018	2/1/2019	E.L. DISEASE - EA EMPLOYEE \$	1,000,0
	If yes, describe under DESCRIPTION OF OPERATIONS below			· ····				E,L, DISEASE - POLICY LIMIT	1,000,0
Α	D&O / EPLI			PHPK1676842		7/1/2017	7/1/2018	Limit/Deductible	1,000,000/50
	Crime/Employee Dishonesty							Limit/Deductible	100,000/1,0
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	COR	101, Additional Remarks Scherb	ule, may b	e attached if mo	re snace ie rocul	red)	<u></u>
Re	: Art of Childhood,								
When Named Insured's operations are performed for Washoe County Community Services Department, its									
officers, agents, employees and volunteers, pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policy(ies) listed above: Additional Insured Status									
			مت 11 m	PI-GLD-HS 10/11	Waive	r of Sub	rogation	Status is determined	sured Statu:
is determined by attached GL Form #PI-GLD-HS 10/11 , Waiver of Subrogation Status is determined by GL Form PI-GLD-HS 10/11, Primary and Non-Contributory Status is determined by GL Form PI-GLD-HS 10/11 .									
CE	RTIFICATE HOLDER				CANC	ELLATION			
	MHaue	nste	ein(@washoecounty.u					
	Washce County Communi 1001 E. Ninth St., Bl Reno, NV 89512			vices Dept.	THE	EXPIRATION	I DATE THI	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL BE EY PROVISIONS.	

AUTHORIZED REPRESENTATIVE

Dawn Fahrney/DAWN

Dawn

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OUTDOOR COMMUNITY EVENT AFFIDAVIT OF PROPERTY OWNERSHIP and/or PERMISSION TO CONDUCT EVENT

STATE OF NEVADA)					
) ss: COUNTY OF WASHOE)					
I, <u>John Scott</u> being duly sworn, depose, and say that I am an owner* of property involved in this outdoor community event and I do hereby:					
(check appropriate box)					
Affirm that I am an applicant for the below named proposed outdoor community event and also own the property or properties on which the event will be conducted					
OR					
Affirm that I give permission to the applicants for the below named proposed outdoor community event to conduct the event on the following property or properties which I own:					
Assessor Parcel Number(s):148.010.50					
Proposed Outdoor Community Event: THEAP+ OF CHILDHOOD					
Signed					
Subscribed and sworn to before me this 14 th day of $JUNE$, 2018					
Image: Massime constraints Kayla ROUNDY Notary Public in and for said county and state Kayla ROUNDY My commission expires: 3/3/3021					
*Owner refers to the following. Please mark the appropriate box.					

OWNER/JOINT OWNER

- CORPORATE OFFICER/PARTNER
 - POWER OF ATTORNEY (Provide copy of Power of Attorney)
- AGENT (Notarized letter from property owner giving legal authority to agent)
- LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

RELEASE OF CLAIMS

(complete a separate form for each applicant, to include corporate officers and partners)

The undersigned has filed with Washoe County Business License an application for outdoor community event license. In consideration of the assurance by the Board of County Commissioners that no vote on said application will be taken except after a deliberate, intensive and thorough investigation of the undersigned, including but not limited to criminal history background, associates and finances, the undersigned does for himself, his heirs, executors, administrators, successors and assigns, hereby release, remise and forever discharge the County of Washoe, Washoe County Sheriff's Office, Washoe County Commission, and Washoe County Business License from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the undersigned ever had, now has or may have, or claim to have against any or all of said entities or individuals arising out of or by reason of the processing or investigation of or other action relating to the undersigned application.

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for an outdoor community event license with Washoe County Business License, I am required to furnish information for use in determining my qualifications. In this connection, I authorize release of any and all information of a confidential or privileged nature.

I hereby release you, your organization and others from liability or damage, which may result from furnishing the information requested. This release will expire 180 days after the date signed.

I, the undersigned, have read this release and understand all its terms; I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHERE	DF, I have executed this release at _	3:40pm	on the
21st	day of JUNE	, 208	

Printed name of applicant

Signature of applicant

Subscribed and sworn to before me this _	alst	day of	, 20 <u> </u>
1/10 Intropagate	/		

Notary Public in and for said county and state

My commission expires: 3/3/21



INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

Pursuant to Washoe County Code section 25.303, any applicant for a Washoe County outdoor community event license must ensure the following requirements are met to the satisfaction of the Washoe County Risk Management Division before the outdoor community event license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY.

APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT.

APPLICANT shall maintain coverage and limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit, to apply separately to this event.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY Risk Manager prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured's.

NOTE: A certificate of insurance complying with the provisions stated above is not required with the outdoor community business license application, but must be furnished prior to the issuance of the license.

I hereby agree to the all of the provisions stated above:

Name of Event

UGUST 24Th

Date(s) of Event

Applicant's signature

Applicant's name (printed)

Date:

Outdoor Community Event Application

PERSONAL HISTORY

(complete a separate form for each applicant, to include corporate officers and partners)

Name in full:Kim	berly	Anne		Young		
	First	Middle		Last		
List ALL other name	es you have been known by:	Kimberly Anne	Conaghan (Ma	aiden)		
Residence address:	2901 Sage Ridge Dr.	Reno	1	NV 8	39509	
	Street		City	State	Zip Code	
Residence phone:	775-200-8075		Business ph	none:		
Name of your prese	nt business or employer:	The Children's Ca	abinet			
Business address: _	1090 S Rock Blvd		Reno	NV	89509	
	Street		City	State	Zip Code	
Type of business:			Position:	Interim Executive Directo	or	
How long engaged i	n this business:10+ years					
Date of birth:	A	ge:49		Place of birth:		
List cities in which y	ou have lived during the last	ten years:				
Dates From an	d To	City			State	
2008-2018		Reno			NV	
2000-2008		Henderson			NV	

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the license. The filing of the application does not authorize the conducting of any event for which a license is required, and any carrying on of such event before a license is issued may also be grounds for denial of a license.

Kimberly Ame. Young Printed name of applicant

6-21-18 Date

Signature of applicant

THE CHILDREN'S CABINET BOARD OF TRUSTEES ROSTER

1	MARK BRUCE Attorney Bruce Law Group 5975 Home Gardens Drive Reno, Nevada 89502 mbruce@brucelawgroup.com	Ph: 624-1005 Fax: 624-1003 Cell: 843-9269	10/11 - 12/18
2	DENNIS CUNEO DC Strategic Advisors 6180 Lake Geneva Drive Reno, NV 89511 dennis.cuneo@gmail.com	Cell: 859-322-900	01/16 - 12/18 5
3	TRACI DAVIS Superintendent Washoe County School District 425 E. 9th Street Reno, NV 89501 tdavis@washoeschools.net tcovington@washoeschools.net	Ph: 325-2060 Fax: 348-0304 Cell: 997-9524	08/12 - no term
4	MICHAEL DERMODY, Founder President and Chief Executive Officer Dermody Properties 5500 Equity Avenue Reno, NV 89502 mdermody@dermody.com kpeak@dermody.com	(19 Ph: 858-8080 Fax: 858-8089 Cell: 230-1111	85; indef. term)
5	ROB GAEDTKE, Co-Chair CEO KPS3, Marketing 50 W. Liberty #640 Reno, NV 89501 rob@kps3.com	Ph: 686-7439 Cell: 750-5444	04/14 - 12/18
6	ROBERT HARMON Senior Counsel Amazon.com, Inc. 2021 7th Avenue Seattle, VVA 98109 rfharmon@gmail.com	Cell: 248-342-733	02/16 - 12/18 4
7	DYANNE HAYES, Secretary The Hayes Group 1452 Green Ranch Road Reno, NV 89519 dyannehayesreno@aol.com	Ph: 622-1110	01/16 - 12/18
8	AMBER HOWELL Director Washoe County Social Services P.O. Box 11130 Reno NV 89520-0027 Ahowell@washoecounty.us	Cell: 337-4488	8/15 - no term
9	JUDGE FRANCES DOHERTY Second Judicial District Court 75 Court Street Reno NV 89501 judge.doherty@washoecourts.us diana.zuccarini@washoecourts.us	Ph: 328-3470	10/17 - no term

10 OTTO KELLY Pastor	10/16 - 12/19
853 Haskell Street Reno, NV 89509 ottokelly31@hotmail.com	Cell: 775-722-0757 Office: 775-826-5144
11 RYAN MOSER CPA, Esq. Aguirre Riley 4745 Cauglin Parkway, Suite 100 Reno, NV 89519	1/18-12/20
ryan@aguirreriley.com	Ph: 376-9477
12 MIKE RUSSELL, Chair Chief Executive Officer United Construction 5300 Mill Street Reno, NV 89502	1/17 - 12/19 Ph: 858-8090
michaelr@unitedconstruction.com	Fax: 856-5375
13 LAUREN SANKOVICH, Treasurer CPA and Partner Eide Bailly 5441 Kietzke Lane, Suite 150 Reno, Nevada 89511-2094 Ibashista@eidebailly.com	02/17 - 12/19 Ph: 689-9100 ext. 234 Ph: 686-3204 cell: 846-4738
14 JOHN SLAUGHTER Washoe County Manager Washoe County P.O. Box 11130 Reno NV 89520-0027	01/14 - no term
jslaughter@washoecounty.us mkramer@washoecounty.us	Ph: 328-2060 Marilyn (328-2002)
15 CARYN SWOBE President/Consultant Swobe Strategies 1019 La Rue Ave.	11/16 - 12/19
Reno, NV Reno, NV 89509 caryn@swobestrategies.com	Ph: 771-1612
Liaison to the Bo	April 2018

Liaison to the Board: Kim Young, Interim Executive Director Ph: 775-856-0346 Cell: 775-200-8075 kyoung@childrenscabinet.org

	Vendor Load Schedule 2018
Vendor Type	Vendor Name
Venue	Montreux
Caterer	GSR
Wine	Tahoe Sierra Distributing- wine
Alcohol/Beer	Eldoracio
Givesmart	Event Software
Party Rentals	Camelot
Waste Removal	Waste Management
Restrooms	United Site Services
Auctioneer	Randy Parnell
MC	Shannon Moore
Audio/Visual	Peppermill
ะก	Tapsnap
	Giraffe, Inc.
Doghouses	United Construction
Cabinet Employee	Cabinet Employee - Silent auction set-up
Event Volunteers	Event Volunteers
	Scheels



Event Arial Set-up (to scale) at

Montreux Golf and Country Club—Third Practice Hole



Event Communications Plan

The Peppermill is a proud sponsor of the Art of Childhood and has provided communications services for the event for over eight years. The Peppermill provides all the audio/visual equipment for the event, and the technical staff to run the production. For the 2018 Art of Childhood, The Peppermill will be providing a sound and lighting system, a stage (dimensions below), (12) 50" TVs, (2) production cameras, and a full video switching system. The Peppermill Audio Visual Manager, Thomas Watts, and Director of Audio Visual, Gary Guberman, have visited the event location, reviewed event schedule and needs and will provide the following items and services:

Stage – 24' x 16' x 36"

Truss Structure $-30' \times 30'$ (This is a tentative size depending on the proximity of the stage to the tent)

Astera AX5 wireless LEDs to light the cart path and surrounding area. See link below: http://astera-led.com/ax5/

Art of Childhood will be using Winco MD45 Tow Behind 45 KW Generator for all power needs, including lighting and audio. The following communication equipment will be connected to the generator:

(1) 400A pin and sleeve distro

(200') 2" globe string lights

(48) AX5 Astera wireless LEDS

(24) ColorKinetics TRX Leds

(1) Avolites lighting console

- (12) ETC source4 pars w/Med. Lens.
- (2) Leprecan dimmer bars
- (1) 100A cam lock distro
- (24) VRX Speakers
- (1) X32 sound console
- (1) ClearCom bay station
- (12) 50" Samsung TVs
- (2) 90" Samsung TVs
- (2) 26" Samsung monitors
- (16) Hi5 SDI to HDMI converters
- (8) 1:6 SDI DA
- (1) Panasonic video switcher
- (1) Aja Kumo 32x32 matrix router
- (2) Sony XD 350 cameras
- (4) Macbook Pro Laptops

The Peppermill team will use a wireless ClearCom system.

WiFi hotspots will be set up at the event through a licensed provider (either Comcast or Sprint). WiFi will be primarily used for registration and the silent auction during the event. All videos and PowerPoint will be provided to the Peppermill communications team via email or download or thumb drive.

Volunteers and event staff will be using i-pads and other personal mobile devices for check in, to manage silent auction and live auction, and address any event issues.



- Truckee Meadows Fire Protection District (TMFPD) will inspect the grounds and vendor set-up for proper precautions under Washoe County Codes. The AOC team shall work with TMFPD for coordination of staffing and inspections of the event.
- Volunteers will be aware of guest evacuation plan and have a designated meeting spot in case of emergency as well strategically placed fire extinguishers placed throughout the venue including near the electrical equipment, power generators and food prep tent. Tents have 360 degree exits for immediate evacuation in case of emergency.
- There will be no smoking at the event. Which will be enforced by all event staff and volunteers. All guests will be notified prior to event that this is a nonsmoking event.
- All areas where propane cylinders are to be stored shall be free of vegetation and cylinders shall be secured. All cooking equipment will meet compliance.
- All linens including table cloths and napkins are flame retardant.



The Art of Childhood event does not require additional security detail. However, security checks will be in place by the Montreux gates which only allows access to homeowners, members and guests to the Art of Childhood event. Montreux staff security will also be on premises to ensure safety throughout the event. A number of volunteers will also be assist throughout the event.



Hours of Operation, Licensing and Inspections

Event staff shall be allowed on the approved locations for event preparation and set-up between 8am-7pm each day from August 22nd- August 24th, 2018. Event staff and volunteers will also be allowed on site for takedown and dismantle after event on August 24th and August 25th.

Eldorado will be donating the bar and is working on obtaining the appropriate Washoe County business and intoxicating liquor licenses required. If needed, the Washoe County Code Enforcement will have a vehicle pass to gain access to the event for inspections to verify compliance with these conditions and issued business/liquor licenses.

Stokes Auctioning will be obtaining a Washoe County license for our auctioneer, Randy Parnell. Our contact is Amber James at <u>amber@stokesauctiongroup.com</u>.

Peppermill will be setting up the stage for speakers and the auction and will obtain a permit for the stage which dimensions area as follows:

Stage- 24' x 16' x36"

Truss Structure- 30' x 30' (this is tentative size depending on the proximity of the stage to the tent).

Grand Sierra Resort will obtain the appropriate Health Permit/Application for Temporary Food Permit no less than 7 days prior to start of event. Food Service Operations will follow all health guidelines along with noting that on-site portable restroom facilities will be a minimum of 50 feet from food-service operations. A 3- compartment sink will be supplied for utensil washing, dumpsters for garbage disposal.

Water Supply and Facilities

The event's use of existing water supplies at Montreux Golf & Country Club will be extremely minimal as the water will be supplied by Grand Sierra Resort.



Sanitation Facilities

The Art of Childhood has contracted with United Site Services (USS) to provide on-site portable restroom facilities as well as restroom facilities for kitchen staff on site. Their business is located in Washoe County and is in compliance with Washoe County health regulations.

Currently, the contract contains the following which meets the code for minimum number of required plumbing fixtures:

- USS will provide 8 portable restrooms units.
- USS will provide 1 portable restroom units.
- USS will provide 3 hand washing stations.
- USS will provide hot/cold sink station for kitchen staff on site.
- USS will deliver units on August 23rd and will pick up units after event on August 24th.

Placement of units will reflect on the map (see attachment). Units will be placed a minimum of 50 feet from food-service operations. Handicap accessible units and hand wash stations will be supplied near the first aid kit.

Additional units will be available if needed.



Per Brittany Dayton with Washoe County this event is not large enough for EMS at the event. However, all response agencies are aware of the date, time and location of the event, should they need to respond. There will be first aid kits along with hand-washing stations near each bank of toilets and near the first-aid stations. Handicap accessible portable restrooms will be available at various locations on course.



Cleanup and Removal Plan

The Children's Cabinet staff and event volunteers will maintain all cleanup and clearing pre and post event. Waste Management is a proud sponsor of the event and donates the follows:

Qty. 15, 96-Gal Carts

Qty. 2, 4-yard Bins (with lids)

Qty. 1, 4-yd OCC (with lid)

The containers will be dropped off anytime morning of the event, August 24th, or the day before. The pick-up will be the Saturday morning following the event. The Children's Cabinet accepts responsibility for cleanup of the site but will also have Montreux staff to help monitor trash bins.



Ticket Sales and Prices

Tickets for the 2018 Art of Childhood will be available starting February 2018 via website <u>www.childrenscabinet.org</u>. Sales will continue until August 23rd, 2018 with tickets available for sale online and at the entrance gate to the event- only individual tickets available day of event.

Ticket Prices are as follows:

\$25,000 Platinum Sponsor: includes 2 VIP tables of 10, round trip transportation by limousine, exclusive VIP Reception, recognition as the event's Platinum Sponsor and a full page ad in the program.

\$10,000 Gold Sponsor: includes 1 VIP table of 10, round trip transportation by limousine, exclusive VIP Reception, sponsorship listing, event publicity and a full page ad in the program.

\$5,000 Silver Sponsor: includes 1 table of 10 with priority seating, sponsorship listing, event publicity and a 1/2 page ad in the program.

\$3,500 Bronze Sponsor: includes 1 table of 10, sponsorship listing, event publicity and a 1/4 page ad in the program.

\$2,500 Table Sponsor: includes 1 table of 10 and sponsorship listing.

\$250 Individual Ticket.

Individuals who have purchased tables will receive a sponsorship package which contains all information regarding event including how to check in to event online, parking information, etc.

Parking Plan and Valet for Art of Childhood

The following page (map) outlines the parking plan for Art of Childhood on August 24, 2018

Guest Parking:

off/ pick up loop is five minutes area and drop off guests, then return to valet area via the access road off of De Chardin Lane. Estimated time for each golf cart to make the drop will use a one-way circular route (green line) up the main, lighted cart path next to the practice hole green, stop at event entrance and welcome minimize walking to main tent, golf shuttles will also be used from valet pick up/drop off to transport guests to event on golf fairway. The carts points) from Clubhouse to event. Peak traffic times for guest and valet traffic will be at 5 p.m. to 5:30 p.m. and 8:30 p.m. to 9:00 p.m. To transported to main event. For the 150 VIP attendees + estimated 50 guests to use the clubhouse parking lot, The Children's Cabinet will rent 8cart shuttles (rented from outside vendor). Guests attending VIP reception from 4:30-5:30 p.m. will also access these golf cart shuttles and be entrance of event on De Chardin Lane. Should guests park in club house lot, volunteers will be available to transport to main entrance via golf visitors not associated with Art of Childhood. Guests will be able to use main parking lot but encouraged to utilize free Valet services next to off throughout the day on the day-of event for volunteers and Children's Cabinet Staff, leaving 150 spaces for self-park guests and Montreux 10 six-person electric golf cart shuttles which will run in a 10-12 minute circular route (allowing for safe guest entry and exit at designated event The Club House parking at Montreux (outlined in yellow) offers 170 parking spots plus 6 handicap spots. Approximately 25 spaces will be coned

Directional Signage:

and details. Maps will also be available at gate house at Montreux. Directional signage will be set up along Bordeaux Drive at stop signs, at the Gerbser Ct and De Chardin Lane main club house, at the intersection of Bordeaux and De Chardin, and at Valet station set up on De Chardin Lane just past the intersection of Guests will be sent both printed directions as well as an electronic map in weeks leading up to the event with other important guest information

Valet Parking (Red Circle and Red Dash Line)

valet/chauffer services for the event as well. Valet will be prepared to assist these guests in/out of their vehicles at the valet station. vehicle entering Montreux is projected at 300 total cars with 2 persons per vehicle. Many guests at past Art of Childhood events use limousine or is frequently used for overflow parking and large events in the Montreux community. The approximate and average occupancy rate for each on De Chardin on one side of the street. Appropriate communications and considerations will be made for any homeowners potentially impacted by increased traffic and parking. This has been suggested and approved by Montreux Golf and Country Club Management as this area Valet will be set up on De Chardin Ln in front of the cart path leading to the third practice hole (main event location). Cars will be legally parked

Parking Plan and Valet for Art of Childhood

Volunteer and Vendor Parking

Line) will be able to park along the access road next to the third practice hole and in the empty dirt lots next to practice hole 3. receive details and maps in advance of event on where to park. Volunteers will be at event from estimated 3 p.m. to 10 p.m. Vendors (Orange Volunteers will be able to park in Montreux Club House main parking lot and along De Chardin Lane (projected 20-30 cars). All volunteers will



Parking Plan and Valet for Art of Childhood

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ARTICLES OF INCORPORATION

OF

WIA: SWACKHAMER SECRETARY OF STATE

THE CHILDREN'S CABINET, INC.

No. 8433-85 The un

The undersigned, desiring to form a charitable corporation under the Nonprofit Corporation Laws of Nevada, Section 81.290 <u>et seq.</u> of the Nevada Revised Statutes, hereby certify:

FIRST: The name of the Corporation shall be: THE CHILDREN'S CABINET, INC.: A Child and Family Resource.

SECOND: The place in the State of Nevada where the principal office of the Corporation is to be located is: 1030 Bible Way, Reno, NV, 89502, P.O. Box 7098, Reno, NV 89510.

THIRD: The purpose of the Corporation is to create a lasting community-wide cooperative effort between governmental agencies and the private sector to address and meet the needs of children and families who are special because of their needs. The specific goals of the corporation include, inter alia, to improve interagency cooperation between public and private childserving agencies and to foster the creation of needed services, programs and facilities to better serve the human services needs of children and their families in Washoe County and Northern Nevada. The Corporation is organized and shall be operated exclusively for the benefit of, to perform the functions of, or to carry out the charitable and educational purposes of the organization that are specified herein as long as such organization is a "qualified organization." The organization specified herein is and shall remain a "qualified organization" for the purposes of these Articles only if it is described in Section 501(c)(3) and Section 509(a)(1) or (2) of the U.S. Internal Revenue Code of 1954, as amended (hereinafter "Code") and NRS 81.290, et seq.

Solely for the above purposes, and without otherwise limiting its powers, the Corporation is empowered:

(a) To substitute one or more qualified organizations
for the organization specified herein if such specified
organization (1) ceases to be described in either
Section 501(c) (3) or Section 509(a) (1) or (2) of the
Code, (2) ceases or abandons a substantial part of
operations, or (3) dissolves; and

(b) To exercise all rights and powers conferred by the laws of the State of Nevada upon nonprofit corporations, including, but without limitation thereon, to receive gifts, bequests and contributions, in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.

(c) To hire persons as employees to carry out the purposes of the organization.

FOURTH: (a) Except as otherwise provided by law, all of the authority of the Corporation shall be exercised by the Board of Trustees, as set forth fully in the By-Laws.

(b) The number of Trustees shall be set by the Board of Trustees.

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(c) The governing body of the corporation shall be known as the Board of Trustees and shall be made up of two parts, the Directors and the Agency Representatives. The Directors shall be composed of members of the community who are not primarily employed in governmental agencies which have responsibility for providing direct services to children and their families. The Agency Representatives shall be made up of representatives of state and county agencies and departments which provide direct services to children and families. There shall be no less than five (5) Agency Representatives serving as members of the Board of Trustees, and each agency represented shall have one (1) representative.

(d) With the exception of the original creators of this organization, each Director shall hold office for a two-year term after election to the Board of Trustees as specified herein, and until his or her successor is elected and qualified. Each original creator of this organization (signators of the "Agreement to Create a Child and Family Resource Center") shall serve in his capacity as Trustee, or officer until his resignation, or, if such person is an Agency Representative, by his replacement by the appointing agency in accordance with the Articles of Incorporation and By-Laws of this corporation. Each Agency Representative shall serve until a successor acceptable to the Board of Trustees is selected by the appropriate governmental agency or department.

(e) A vacancy among the Directors shall be filled by the Board of Trustees at a duly held meeting as set forth in the

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By-Laws. Election of Directors shall be by a three-fourths majority of the Trustees in attendance, and with the consent of the Chairman. A vacancy among the Agency Representatives shall be filled by the agency seeking representation on the Board of Trustees.

(f) The powers and duties of the Board of Trustees shall be as set forth in the By-Laws of the Corporation.

FIFTH: The names and addresses of the persons who are to be the initial Trustees of the Corporation and the year in which the terms of each will expire as contemplated in Article FOURTH, are as follows:

(a) Trustees

Address

(1)	Michael Dermody	1030 Bible Way, Reno, Nevada 89502
(2)	Christina Wise	505 East King Street, Carson City, Nevada 89701
(3)	John MacIntyre	1205 Mill Street, Reno, Nevada 89502
(4)		and the second se

(5)

SIXTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its trustees or officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. It is intended that this Corporation shall have and continue to have the status of a corporation which is exempt from Federal income taxation under

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Section 509(a) of the Code as an organization described in Section 501(c)(3) of the Code and which is other than a private foundation by reason of being described in Section (a)(3) of the Code, and these Articles shall be construed accordingly, and all powers and activities hereunder shall be limited accordingly. The Corporation shall not carry on lobbying or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(c)(3) of the Code.

SEVENTH: Indemnity. Any person made a party to, 1. or involved in, any civil, criminal or administrative action, suit or proceeding by reason of the fact that he, or a person of whom he is the legal representative, is or was a Trustee, officer or employee of the Corporation, or of any corporation which he, or a person of whom he is the legal representative, served as such at the request of the Corporation shall be indemnified against expenses reasonably incurred by him or imposed on him in connection with, or resulting from, the defense of such action, suit or proceeding, or in connection with or resulting from, any appeal therein, except with respect to matters as to which it is adjudged in such action, suit or proceeding that such Trustee, officer or employee is liable to the Corporation or to such other corporation for negligence or misconduct in the performance of his duties. As used herein, the term "Expenses" shall include all obligations incurred by such person for the payment of money, including, without limitation, attorneys' fees, judgments, awards, fines, penalties and amounts paid in satisfaction of judgment or in settlement of any such action, suit or proceeding,

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except amounts paid to the Corporation or such other corporations by him. A judgment or conviction (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial) shall not of itself be deemed an adjudication that such Trustee, officer or employee is liable to the Corporation or such other corporation for negligence or misconduct in the performance of his duties. Determination of the right to such indemnification and the amount thereof may be made, at the option of the person to be indemnified, pursuant to procedure set forth from time to time in the Bylaws or by any of the following procedures:

,

(a) Order of the court, administrative body, or agency having jurisdiction of the action, suit or proceeding;
(b) Resolution adopted by a majority of a quorum of the Trustees of the Corporation without counting in such majority or quorum any Trustees who have incurred expenses in connection with such action, suit or proceeding;

(c) If there is no quorum of Trustees who have not incurred expenses in connection with such action, suit or proceeding, then by resolution adopted by a majority of a committee of Trustees who have not incurred such expenses, appointed by the Trustees;

(d) Order of any court having jurisdiction over the Corporation.

Such right of indemnification shall not be exclusive of any other right with such Trustees, officers and employees of the Corporation, and the other person above-mentioned, may have or

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hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, vote of the members, provision of law, or otherwise, as well as their rights under this Article. The provisions of this Article shall apply to any member of any committee appointed by the Trustees as fully as though such person had been a Trustee, officer or employee of the Corporation.

. . .

2. Additional Action of Trustees. Without limiting the application of the foregoing, the Trustees may adopt Bylaws from time to time with respect to indemnification permitted by the laws of the State of Nevada and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Corporation, or is or was serving at the request of the Corporation as a Trustee or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

EIGHTH: Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation exclusively for charitable and educational purposes to the organization or organizations specified in Article THIRD, or substituted therefor, which are then qualified organizations. In the event

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there are none, the assets of the Corporation shall be distributed in such a manner and to such qualified organizations as the Board of Trustees shall determine. Any of such assets not so distributed shall be distributed by the court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the aforesaid purposes of the Corporation or to such qualified organization or organizations as said court shall determine.

NINTH: Any reference in these Articles to a section of the Code shall be interpreted to include a reference to the corresponding provisions of any applicable future United States Internal Revenue law.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this $\frac{12}{2}$ day of the cember 1985.

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CHRISTINA WISE

MacINTYRE