

**COMMUNITY
FOUNDATION**
of Western Nevada

Dream Tags Charitable Fund Formation Documents

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Fund Agreement

THE DREAM TAGS CHARITABLE FUND
An Area-of-Interest Fund Agreement
With the Community Foundation of Western Nevada

THIS AREA-OF-INTEREST AGREEMENT is entered into effective this 12th day of January, 2012 between the Advisory Board on Dream Tags (NRS 502.225) (the "Advisory Board") and the Community Foundation of Western Nevada, a Nevada non-profit corporation (the "Foundation") to create the Fund (hereafter defined). This Agreement sets forth the terms and conditions that will apply to the Fund beginning on the date of the initial contribution to the Fund.

1. **Establishment of Fund.** The Fund hereby created shall be known as The Dream Tags Charitable Fund ("Fund") and, as a component fund of the Foundation, shall be established for the purpose and subject to the terms and conditions herein set forth. The Fund was established through legislation (NRS 502.219) adopted by the State of Nevada, but the Fund shall not be publicly funded and shall not perform any governmental functions.
2. **Purpose.** The Fund's general purpose is to promote and further the Foundation's charitable purposes as set forth in the Foundation's Articles of Incorporation and Bylaws. In particular, the Fund is being established to provide support for the preservation, protection, management or restoration of wildlife and its habitat, for educational and charitable purposes, and disbursements from the Fund shall be made in support of such purposes within Section 501(c) (3) and 509 (a) of the Code by the Internal Revenue Service.
3. **Contributions to the Fund.** Any donor or entity may transfer to the Fund at any time, property acceptable to the Foundation. All contributions other than cash and marketable securities must be approved and acceptable to the Foundation. The Foundation shall conduct a raffle program and the proceeds from the raffle tickets shall be deposited to the Fund.
4. **Investment of Fund Assets.** The Foundation shall hold, manage, invest and reinvest the assets of the Fund (including principal, interest, dividends, capital appreciation, and any undistributed income) as part of the Foundation's investment portfolio consistent with the Foundation's investment policy. The Foundation does not guarantee that the Fund will earn any particular rate of return. The Foundation shall not be liable for any diminution in the value of the Fund, including, but not limited to any losses that may result from the investment of the fund.

5. **Distributions.** All distributions from Fund assets will be made exclusively as stated below for general educational and charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation and Bylaws creating the Foundation, all of which are incorporated herein by reference and conclusively assented to and adopted. The Advisory Board shall determine the use of the Fund, in accordance with the purpose as outlined in Section 2 of this agreement. The Advisory Board may recommend grants from the Fund. Distributions may include the principal and income, including interest, dividends and any capital gains.

6. **Advisory Board.** The members of the Advisory Board must be residents of the State of Nevada and shall serve two-year terms. Four of the members are voting members of the Advisory Board. One each is appointed by the Governor, the Majority Leader of the Senate, the Speaker of the Assembly, and the director of Nevada Department of Conservation and Natural Resources. The fifth member is the Vice-Chair of the current Nevada Wildlife Commissioners and serves as ex-officio and is therefore nonvoting. A quorum is represented by a majority of the voting Advisory Board present at any meeting.

7. **Fees.** The standard administrative fee for this Fund shall be \$400 annually, or 1.5% of the average daily balance of the fund, whichever is more. Fees are calculated on the daily average fund balance for the most recent month and paid monthly by automatic deduction from the Fund balance.

Each fund at the Foundation generates fees to cover the administrative cost for that Fund. The Dream Tags Charitable Fund will incur substantial costs relating to staff time prior to the receipt of any monies. In order to ensure that the full cost of the Fund is not passed on to other charitable funds at the Foundation, the Foundation will charge start-up fees based on services performed, and may charge fees above and beyond the customary 1.5% fee in the future, which is largely dependent upon the balance maintained in the Fund as well as services provided. The Advisory Board may advise the Foundation regarding fees, but only the Board of Trustees and President shall have the authority to modify fees.

8. **Component Fund.** The Fund shall be a component fund and part of the Foundation as defined in section 1.170A-9(e)(11) of the Treasury Regulations, and assets of the Fund will, at all times, be the property of the Foundation. Nothing in this Agreement shall affect the status of the Foundation as an Organization (i) described in section 501 (c)(3) of the Internal Revenue

Code of 1986 ("Code") and (ii) which is not a private foundation within the meaning of section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and conform with the requirements of the foregoing provisions of the Federal tax laws and any regulations issued thereunder.

9. **Variance Power.** The Advisory Board acknowledges and agrees that the Fund is protected from obsolescence, and that all assets of the Fund will be administered by the Foundation, in accordance with the provisions and terms of the Articles of Incorporation and Bylaws of the Foundation, all of which are incorporated herein by reference and conclusively assented to and adopted. The Advisory Board further acknowledges and agrees that, notwithstanding any provision contained in this Agreement to the contrary, should any of the purposes, restrictions, or conditions imposed upon the Fund or its assets ever become obsolete, unnecessary, incapable of fulfillment, or inconsistent with the charitable purposes or needs served by the Foundation, the Foundation's Board of Trustees shall have the sole variance power to modify such purpose, restriction, or condition, and in so doing, the Board shall use its reasonable efforts to use Fund assets for a purpose as similar as possible to those set forth in this Agreement. Should legislation be enacted to terminate the Fund, the Advisory Board working in coordination with the Foundation shall develop a plan for dissemination of final grant awards, while retaining sufficient monies in the Fund to complete due diligence and monitoring of grantee performance, for committee meetings, any contractual obligations, fund and other expenses. Upon completion of these funding and administrative obligations the fund shall be terminated with any remaining monies distributed to the Nevada Department of Wildlife.

10. **Public Foundation Condition.** All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, remains an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509(a) of the Code.

11. **IRS Compliance.** This Fund and this Agreement shall comply with and be restricted by the Internal Revenue Code and Treasury Regulations applicable to the Fund. This Agreement may be amended to comply with the provisions of the Internal Revenue Code.

12. **Choice of Law:** The Fund shall be administered in and under the laws of the State of Nevada, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Nevada.

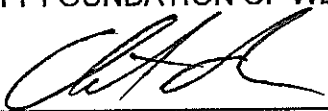
13. **Miscellaneous.** This Agreement constitutes the entire understanding and agreement between the Advisory Board and the Foundation concerning the subject matter hereof and supersede all prior and contemporaneous agreements, correspondence, representations, or understandings between the parties relating to the subject matter hereof, whether written or oral. This Agreement may not be modified except by written instrument signed by both parties and only as consistent with all applicable state and federal law. The provisions of this Agreement are severable. The invalidity of any one provision shall not affect the validity of other provisions of this Agreement. The waiver by a party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Headings and captions herein have been provided solely for convenience of reference and shall in no way be construed to define, limit, or describe the scope or substance of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Advisory Board and the Foundation have executed this Agreement as of the date first above written.

DREAM TAGS ADVISORY BOARD

By: 
Bill Bradley, Chair

COMMUNITY FOUNDATION OF WESTERN NEVADA

By: 
Chris Askin
President & CEO

Vendor Agreement



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF WILDLIFE

1100 Valley Road
Reno, Nevada 89512
(775) 688-1500 • Fax (775) 688-1595

KENNETH E. MAYER
Director

RICHARD L. HASKINS, II
Deputy Director

PATRICK O. CATES
Deputy Director

November 15, 2011

Mr. Christopher Askin, President & CEO
Community Foundation of Western Nevada
1885 S. Arlington Ave. Suite 103
Reno NV 89509

Dear Mr. Askin,

I am writing to provide your organization a list of approved vendors for the Dream Tag program pursuant to AB 322 passed by the Nevada Legislature in 2011. The specific provisions of the bill are contained in section 3, subparagraph 3.(b) as follows:

The nonprofit organization must agree to enter into a contract with a private entity that is approved by the Department which requires that the private entity agree to act as the agent of the nonprofit organization to sell chances to win Dream Tags, conduct any required drawing for Dream Tags and issue Dream Tags. For the purposes of this paragraph, a private entity that has entered into a contract with the Department pursuant to NRS 502.175 to conduct a drawing and to award and issue tags or permits as established by the Commission shall be deemed to be approved by the Department.

NDOW approves of Systems Consultants as the sole vendor for this project. Systems Consultants is particularly qualified to perform this service. They are the current vendor for NDOW's NWDS and Application Hunt systems, both of which will require modification for this project. Any other vendor would have to build an interface to these systems, adding cost and time to the project. Also, the Advisory Board members have expressed a strong desire to start the raffle this spring, in conjunction with NDOW's 2012 application process. It is improbable another vendor could meet this ambitious schedule.

Because this will be a contract between the Community Foundation and the vendor, the State Purchasing Director verified with us that the provisions of NRS 333 regarding state purchases do not apply. Therefore no formal RFP process is required by the State. However, if it is the desire of the Dream Tag Advisory Board, NDOW could conduct an RFP process to solicit and qualify other vendors.

I would be happy to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Cates", with a long horizontal line extending to the right.

Patrick Cates
Deputy Director

Cc: Kenneth E. Mayer, Director
Bill Bradley, Chair, Dream Tag Advisory Board



Community Foundation
of Western Nevada

BOARD OF TRUSTEES

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NANCY FENNEL

MARK KNOBEL

JOHN MULLIGAN

DAVID TURNER

COL. WILLIAM VAN ALLEN

(1914-2004)

RONALD ZUREK

CHRISTOPHER P. ASKIN

PRESIDENT & CEO

MEMORANDUM OF UNDERSTANDING

Date: January 12, 2012

Parties: Community Foundation of Western Nevada ("Foundation")
1885 S. Arlington Ave., Suite 103
Reno, NV 89509
Contact: Chris Askin, President & CEO

Systems Consultants ("Vendor")
185 N. Maine Street
Fallon, NV 89406-2902
Contact: Don Sefton, Owner

Purpose: Systems Consultants has been selected by the Dream Tag Advisory Board of the Community Foundation of Western Nevada to be the Vendor of the Dream Tag Raffle Program. The program, as provided by in legislation and as established as a Fund at the Foundation, will make available to the public raffle tickets for big game tags. The purpose of this Memorandum of Understanding (the "Memo") is to record in writing the agreed upon terms for initial activities necessary by the Foundation and the Vendor for the timely development of the program. The Memo will serve as a temporary agreement, to be replaced by the Vendor Agreement that will be drafted, agreed upon, and signed no later than February 24th, 2012.

Agreement:

- I. Agreement Date
 - a. The agreement shall be dated February 24th, 2012.
- II. Term of Years
 - a. The term of the agreement shall be for three years, contingent upon NDOW having selected Vendor as the contractor for conducting the NDOW draw.
 - b. Renewal shall be subject to Nevada legislative changes that impact the Dream Tag program.
- III. Vendor Performance
 - a. Vendor shall be responsible for activities including the development and operation of the Dream Raffle Ticket sales website, oversight and reporting of ticket sales, conducting the dream tag draw, handling all ticket sale inquiries both electronic and by phone.



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- b. Vendor shall be responsible for all accounting of ticket sales, transferring of ticket sale monies to the Foundation, and financial reporting on all aspects of revenue and expenses relating to the Dream Tag Raffle Ticket sales.
- c. Vendor shall ensure that website is fully developed and made live to the public by March 19, 2012.
- d. Agreement will stipulate that the website may be down for maintenance on Sundays between 2am and 4pm.
- e. After three-year initial term is complete, Foundation will own rights to software developed specifically for the Dream Tag program, as described below in Vendor Start-up Costs.
- f. It is understood that the enhancement stamp will be paid for otherwise, through agreement with NDOW.
- g. The Foundation understands that some performance as relates to NDOW are out of Vendor's control.

IV. Vendor Start-up Costs

- a. Development costs for the Vendor are estimated at \$39,000.
- b. Costs include:
 - i. Programming the draw (use of Bear River programming to save)
 - ii. Programming the standalone Dream Tag sales website
 - iii. Programming the Operator Lookup Web Site
 - 1. Vendor back-office website
 - 2. For fielding calls / answering questions
 - iv. Programming enhancements to AHS Web Site
 - 1. On big game application website
 - 2. Facilitates "one stop shopping" approach
 - v. Programming to segregate Dream Tag Revenue
 - 1. Fund accounting approach
 - 2. Segregates Dream Tag revenue from other accounts
 - 3. For confirmation emails
 - 4. For accounting / audit purposes
 - vi. Credit Card reconciliation Programming

V. Vendor Ongoing Operating Costs

- a. Fractional use of Fixed Assets, including Web Server Farm, SQL Server, Cisco Routers, Firewalls, etc.
- b. Fractional use of Internet Bandwidth (DS-3 and T-1 connections to the internet to allow people access to web sites and credit card gateways).
- c. Toll-Free telephone charges (number displayed on website)
- d. Operator labor for handling calls (call center)
- e. Discount charges on credit card transactions (including per transaction flat fees and percentage discount fees and interchange fees)
- f. Credit Card reconciliations and accounting

VI. Financial Structure

a. Vendor Start-Up Costs

- i. For the first three years, transaction costs shall be set at 75 cents per ticket purchased.
- ii. The \$.75 per ticket cost includes both vendor reimbursement of start-up costs and operational costs.

b. Ongoing Vendor Costs

- i. After the first three years ongoing transaction costs are estimated at \$.50 per ticket purchased.
- ii. Language in the agreement shall provide for a change to the transaction cost after the first three years should costs be lower, or should the Foundation, through the direction of the Dream Tag Advisory Board, which to implement a different cost structure to raffle ticket purchasers.

c. Payment of Raffle Ticket Proceeds to Foundation

- i. Payments to the Foundation for raffle ticket sales may be made by ACH transfer, and shall be made within 24 hours of receipt.
- ii. Payments shall be accompanied by a list of purchasers, including name, address, and other contact information including phone and/or email.
- iii. List of purchasers shall be provided to the Foundation in electronic format, preferably excel spreadsheet, including name, address, and other contact information including phone and/or email.

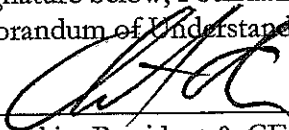
d. Early Termination of Agreement

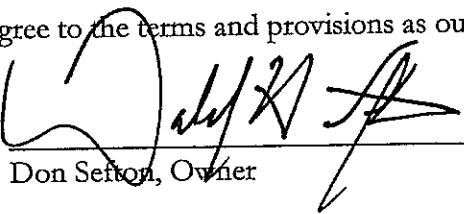
- i. In the event the agreement does not complete the full three-year term, Vendor and Foundation agree that the Foundation shall "buy" the software developed for the Dream Tag Program.
- ii. Payment shall be made to Vendor within 30 days of the termination of the Agreement.
- iii. Buy out terms are as follows:
 1. Second Year - \$26,000
 2. Third Year - \$13,000

VII. Other Provisions

- a. Agreement will provide for formal notification on certain terms, as appropriate.
- b. Agreement will provide for the settling of disputes.
- c. Agreement will provide for changes to the agreement as long as mutually agreed to by both Foundation and Vendor.
- d. Agreement will provide for renewal following the initial term of three-years.

By signature below, Foundation and Vendor hereby agree to the terms and provisions as outlined in this Memorandum of Understanding:


Chris Askin, President & CEO


Don Sefton, Owner

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Community Foundation
of Western Nevada

BOARD OF TRUSTEES

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VICE CHAIR

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CHRISTOPHER P. ASKIN

PRESIDENT & CEO

CONNECTING PEOPLE WHO CARE WITH CAUSES THAT MATTER

DREAM TAGS VENDOR AGREEMENT

March 9, 2012

Summary Description of Services:

Administration of the Dream Tags raffle ticket sales to include receiving and processing ticket sales applications and fees over an Internet connection with a credit card, confirming raffle tickets sales, conducting the computerized drawings, , producing and mailing hunting tag vouchers to those awarded, interfacing with the clientele, producing reports for the Community Foundation of Western Nevada (the "Foundation") and the Dream Tags Advisory Board, answering phones, correspondence and walk-in contacts from the public regarding the program, and maintaining and enhancing the software for computerized Dream Tags raffle ticket sales.

Vendor:

Systems Consultants (the "Vendor")
185 N. Maine Street
PO Box 2040
Fallon, NV 89406-2920

Term of Agreement:

The contract shall be for an initial three-year period, commencing on March 9, 2012, with the option for two additional three-year terms of renewal. The contract may terminate early should the Nevada legislature enact changes that impact the Dream Tags program (the "Program").

Provisions:

Start-up Costs:

Vendor agrees to advance \$39,000 to cover the cost of the software development for the Dream Tags Program. The Foundation shall pay the Vendor a minimum of \$13,000 per year from the Dream Tags Fund (the "Fund") and by the third year shall have fully reimbursed the Vendor for the Start-up Costs. The Foundation may choose to accelerate payments, and should the Program terminate before the three-year period, the Foundation will pay any outstanding Start-up Costs remaining.

1885 SOUTH ARLINGTON AVENUE, SUITE 103, RENO NV 89509
PHONE 775-333-5499 FAX 775-333-5487 www.cfwnv.org info@cfwnv.org

The network hardware and software necessary for the administration of the Program shall be the responsibility of the Vendor. Any costs for new hardware and software beyond the initial Start-Up Costs as described above shall be the Vendor's responsibility.

Vendor operating costs shall include fractional use of fixed assets, including web server farm, SQL server, Cisco™ routers, firewalls, other required equipment, fractional use of internet bandwidth (DS-3 and T-1 connections to the internet to allow people access to web sites and credit card gateways), toll-free telephone charges (number displayed on website), operator labor for handling calls (call center), discount charges on credit card transactions (including per transaction flat fees and percentage discount fees and interchange fees), and credit card reconciliations and accounting.

Vendor Performance

Vendor shall provide for the electronic dissemination of information to hunters on Vendor's database inside and outside of Nevada regarding the availability of the Dream Tag raffle tickets, links with locations to purchase the tickets, and a description of the program.

Vendor shall provide receipts and ticket numbers to raffle ticket purchasers at the time of purchase, and shall provide monthly summary reports regarding the numbers of tickets sold and total proceeds to the Foundation.

Should there be any interruption in vendor services including any of the websites through which raffle tickets are sold, Vendor shall report said interruption including information regarding the nature and duration of the interruption to the Foundation.

In conducting the drawing for the vouchers, Vendor shall follow a process similar to that which was followed in the Bear River Draw but shall and shall also follow the same process as is used with NDOW for the issuing of alternate tags, unless otherwise required due to provisions of the Dream Tags regulation or provisions of NAC or NRS.

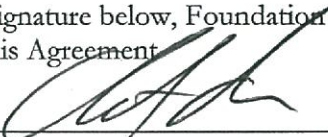
During all phases of the draw for the vouchers, before, immediately following, and after, Vendor shall maintain close communication with the Foundation regarding the winners, alternates, and any communication with NDOW and raffle ticket purchasers.

Vendor shall transfer proceeds of raffle tickets sales electronically by ACH transfer to the Foundation account within 24 hours of receipt of monies from credit card merchants. All electronic transfers to the Foundation account shall be accompanied by a statement appropriate for the posting of

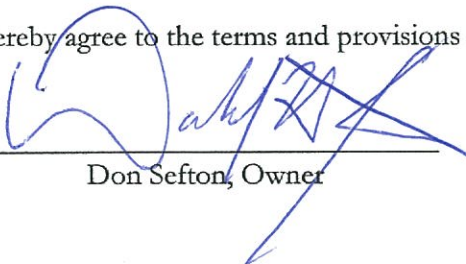
Vendor and Foundation agree that changes may be made to this agreement as long as those changes are agreed to by both parties.

Vendor and Foundation agree that both parties have an interest in the proper application of this agreement. Disputes arising under the operation or application of this agreement shall be discussed with the appropriate representative of management and an attempt shall be made to reach agreement within five working days. This period for resolving a dispute may be extended by agreement between the Vendor and Foundation. Where resolution is not reached Vendor and Foundation agree that resolution may be sought by mediation and/or conciliation and, where the matter remains unresolved, arbitration. Vendor and Foundation agree to implement the outcomes of arbitrated decisions arising from disputes raised under this clause.

By signature below, Foundation and Vendor hereby agree to the terms and provisions as outlined in this Agreement



Chris Askin, President & CEO

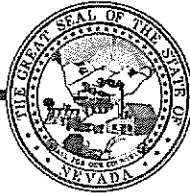


Don Sefton, Owner

Advisory Board Appointments

STATE OF NEVADA
LEGISLATIVE COUNSEL BUREAU

LEGISLATIVE BUILDING
401 S. CARSON STREET
CARSON CITY, NEVADA 89701-4747
Fax No.: (775) 684-6600



LEGISLATIVE COMMISSION (775) 684-6800
STEVEN A. HORSFORD, *Senator, Chairman*
Lorne J. Malkiewicz, *Director, Secretary*

INTERIM FINANCE COMMITTEE (775) 684-6821
DEBBIE SMITH, *Assemblywoman, Chair*
Rick Combs, *Fiscal Analyst*
Mark Krmpotic, *Fiscal Analyst*

LORNE J. MALKIEWICH, *Director*
(775) 684-6800

BRENDA J. ERDOES, *Legislative Counsel* (775) 684-6830
PAUL V. TOWNSEND, *Legislative Auditor* (775) 684-6815
DONALD O. WILLIAMS, *Research Director* (775) 684-6825

September 19, 2011

Kenneth Mayer, Executive Director
Nevada Department of Wildlife
1100 Valley Road
Reno, Nevada 89512

Dear Mr. Mayer:

This is to advise you that the following appointments have been made to the Advisory Board on Dream Tags (NRS 502.225):

Senate Majority Floor Leader Steven A. Horsford has appointed
Judi Caron
11865 Juniper Street
Reno, Nevada 89502
C243270@wildbule.net

Speaker of the Assembly John Ocegüera has appointed
Dianna Belding
4780 Sinelio Drive
Reno, Nevada 89506
Email: dibelding@sbcglobal.net

Please do not hesitate to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorne J. Malkiewicz".

— Lorne J. Malkiewicz
Director

LJM:saw
cc: Dianna Belding
Judi Caron

ONE HUNDRED ONE NORTH CARSON STREET
CARSON CITY, NEVADA 89701
OFFICE: (775) 684-5670
FAX No.: (775) 684-5683



555 EAST WASHINGTON AVENUE, SUITE 5100
LAS VEGAS, NEVADA 89101
OFFICE: (702) 486-2500
FAX No.: (702) 486-2505

Office of the Governor

September 15, 2011

William Bradley, Esq.
P.O. Box 1987
Reno, NV 89509

RE: Appointment to the Advisory Board on Dream Tags
Term: 9/15/2011 to 6/30/2013

Dear Mr. Bradley: *Bill,*

Congratulations on your appointment to the Advisory Board on Dream Tags for the State of Nevada. I truly appreciate your commitment to serve Nevada and your fellow citizens.

The official commission, signed by me and Secretary of State Miller is for your records. Accompanying your commission is an oath of office, which must be executed before a notary public or any other authorized official (as required by NRS 281.030). This oath must be signed and returned to the Governor's office, with a copy to the board before serving your term.

Also, in the packet you will find a notice which details possible required filings with the Nevada Commission on Ethics. Failure to file any required documentation may result in fines and/or removal from office.

Please familiarize yourself with Nevada Open Meeting Law. The Open Meeting Law is codified in Chapter 241 of the Nevada Revised Statutes. The Attorney General's office also publishes an Open Meeting Law Manual. That manual can be found at www.ag.state.nv.us.

Should you have any questions regarding the enclosed, please contact Annalyn Carrillo at (702) 486-0625. We wish you the best of luck in your position, and thank you for agreeing to serve the citizens of Nevada.

Thank you for your service!

Sincere regards,

Handwritten signature of Brian Sandoval in black ink.

BRIAN SANDOVAL
Governor

/abc

Enclosures

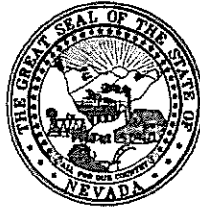
cc: Director Ken Mayer, Department of Wildlife
Director Leo Drozdoff, Director of Conservation and Natural Resources

LEO M. DROZDOFF, P.E.
Director

BRIAN SANDOVAL
Governor

KAY SCHERER
Deputy Director

State of Nevada
Department of Conservation and Natural Resources
Office of the Director
Richard H. Bryan Building
901 S. Stewart Street, Suite 5001
Carson City, Nevada 89701-5244
Telephone (775) 684-2700
Facsimile (775) 684-2715
www.dcnr.nv.gov



Division of Conservation Districts
Division of Environmental Protection
Division of Forestry
Division of State Lands
Division of State Parks
Division of Water Resources
Natural Heritage Program

STATE OF NEVADA
Department of Conservation and Natural Resources
OFFICE OF THE DIRECTOR

September 15, 2011

Chris MacKenzie, Esq.
Allison, MacKenzie, Pavlakis,
Wright & Fagan, Ltd.
402 N. Division Street
Carson City, NV 89703

RE: Appointment to the Advisory Board of Dream Tags
Term: 9/15/2011 to 6/30/2013

Dear Mr. MacKenzie:

Congratulations on your appointment to the Advisory Board on Dream Tags for the State of Nevada. I appreciate your commitment to be the Department of Conservation and Natural Resources' representative on the Board and your willingness to serve Nevada and your fellow citizens by serving this laudable program that benefits our state's wildlife.

Accompanying your appointment is an oath of office, which must be executed before a notary public or any other authorized official as required by NRS 281.030. This oath should be signed and returned to our office with a copy to the State board upon which you will be serving. Also, please familiarize yourself with Nevada Open Meeting Law in Chapter 241 of the Nevada Revised Statutes. The Attorney General's Office also publishes an Open Meeting Law Manual that can be found at www.ag.state.nv.us. You are also subject to the requirements of the Nevada Commission on Ethics.

I wish you the best in this position and thank you again for agreeing to serve.

Sincerely,

A handwritten signature in black ink, appearing to read "Leo M. Drozdoff".

Leo M. Drozdoff, P.E.
Director

cc: Ann Wilkinson, Deputy Chief of Staff, Office of the Governor
Cory Hunt, Agency Liaison, Office of the Governor
Annalyn Bo Carillo, Boards and Commissions, Office of the Governor
Ken Mayer, Director, Department of Wildlife
Chris Askin, CEO, Community Foundation of Western Nevada

State of Nevada

County of CARSON CITY

I, **Chris MacKenzie**, do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of **Advisory Board on Dream Tags**

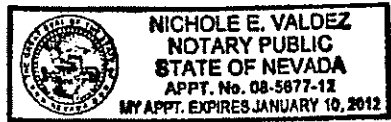
for the State of Nevada (9/15/2011 – 6/30/2013)

on which I am about to enter, (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Chris MacKenzie

Subscribed and sworn to before me this 1st day of November, A.D. 2011.

Nichole E. Valdez



Job Descriptions

**Dream Tags Charitable Fund
Draft Job Description
October 2011**

Advisory Board Member

Note: The initial draft job descriptions are based on language in the bills establishing the Dream Tags Program as well as initial steps and usual responsibilities associated with a Fund at the Community Foundation. The job descriptions are expected to have substantial additions as the Advisory Board meets, makes decisions, and takes action necessary to establish and initiate the Fund.

1. In accordance with the Purpose, shall determine the use of net proceeds received to the Fund from the raffle.
2. Quorum, majority of the Advisory Board present at any meeting
3. Is entitled to receive per diem allowance and travel expenses provided for state officers and employees generally
4. Award grants in accordance with the purpose and with any other use determinations made by the Advisory Board. (for example, set minimum requirements for grantees, goals/objectives for funding, selection criteria, etc. CFWN staff will develop draft application form in accordance with Advisory Board wishes).
5. Meeting frequency – as called by the chair
6. First meeting – elect a chair who shall serve until next chair is elected.
7. Review / approve formation of Fund Agreement and structure as a Fund.
8. Educate the public about the program.
9. Create strong relationships with NDOW to market the program effectively.
10. Advise on marketing strategies for the Dream Tags raffle.
11. May form subcommittees.

**Dream Tags Charitable Fund
Draft Job Description
October 2011**

Nevada Department of Wildlife

Note: The initial draft job descriptions are based on language in the bills establishing the Dream Tags Program as well as initial steps and usual responsibilities associated with a Fund at the Community Foundation. The job descriptions are expected to have substantial additions as the Advisory Board meets, makes decisions, and takes action necessary to establish and initiate the Fund.

1. Develop the Dream Tags voucher form for CFWN and annually assist raffle winners in completing the forms.
2. Prior to the offering of raffle ticket to the public, issue one voucher for each species of which 50 or more tags were available under the quota established for the species in the general draw by the commission during the previous year. (Big game means pronghorn antelope, bear, deer, mountain goat, bighorn sheep, or elk).
3. To the extent of legislative appropriation, shall provide the Advisory Board with staff as is necessary to carry out duties of the Advisory Board.
4. Develop language, etc., to set up and sell Resource Enhancement Stamp, implement programming with vendor, etc.
5. Deposit any money received by the department from the sale of Resource Enhancement Stamps and Dream Tags in the wildlife account of the state general fund.
6. Approve a private entity who will serve as agent to sell the raffle tickets, conduct the drawing, and issue the tags or permits.
7. Determine other provisions as reasonable or necessary to carry out the program. Includes info to be written on dream tags tickets, sales time period, sales agent considerations, ticket issue dates, hunting period, statutes and regulations for other tags/conflicts, etc.
8. Work in concert with raffle vendor, CFWN and Conservation Education Division regarding marketing of Dream Tags.
9. Promulgate and enact any regulations necessary for the program.

**Dream Tags Charitable Fund
Draft Job Description
October 2011**

Nevada Board of Wildlife Commissioners

Note: The initial draft job descriptions are based on language in the bills establishing the Dream Tags Program as well as initial steps and usual responsibilities associated with a Fund at the Community Foundation. The job descriptions are expected to have substantial additions as the Advisory Board meets, makes decisions, and takes action necessary to establish and initiate the Fund.

1. The Vice Chairman of the Nevada Board of Wildlife Commissioners shall serve as a member of the Advisory Board.

**Dream Tags Charitable Fund
Draft Job Description
October 2011**

Community Foundation of Western Nevada

Note: The initial draft job descriptions are based on language in the bills establishing the Dream Tags Program as well as initial steps and usual responsibilities associated with a Fund at the Community Foundation. The job descriptions are expected to have substantial additions as the Advisory Board meets, makes decisions, and takes action necessary to establish and initiate the Fund.

1. Establish and maintain the Dream Tags Charitable Fund.
2. Fund purpose shall be the preservation, protection, management or restoration of wildlife and its habitat.
3. Contract with a Department approved private entity (vendor) who will serve as agent to sell the raffle tickets and conduct the drawing, and deliver the tags or permits.
4. Work in concert with raffle vendor, NDOW, and Conservation Education Division regarding marketing of dream tags.
5. Receive Dream Tags net proceeds.
6. Upon receipt of the completed voucher forms, pay NDOW for raffle winner resident or non-resident tag fees and license fees if applicable.
7. Net proceeds from ticket sales, less Fund expenses, shall be granted out in accordance with the purpose.
8. CFWN to work with the Advisory Board on their desired grant process.
9. Develop grant acceptance agreements to ensure grantee compliance with project goals, reporting requirements, etc.
10. Monitor and report on grantee performance to the Advisory Board.
11. Report on or before February 1st of each year to the Department and to the Interim Finance Committee on the number of tags issued during the preceding calendar year, the total amount of money paid to NDOW for dream tags, total amount of money received by CFWN, amount of money & description for all grants awarded, and recommendations for changes to the program.

**Dream Tags Charitable Fund
Draft Job Description
October 2011**

Raffle Vendor

Note: The Raffle Vendor will be engaged through a process whereby all of the services are specified and contractually agreed upon. The purpose of this job description is to provide a basic outline for the responsibilities of the vendor, as the vendor services are an integral part of the Dream Tags program.

1. Establish on-line system to sell raffle tickets.
2. Raffle tickets shall be sold at \$5 per ticket.
3. Purchasers may be Nevada resident or nonresident.
4. Purchasers may buy an unlimited number of tickets.
5. Must verify that purchasers have already purchased a resource enhancement stamp for the rate of \$10.
6. Develop electronic ticket templates for review/approval by NDOW and CFWN.
7. Market dream tags. Work in coordination with the Conservation Education Division.
8. Monies received from ticket sales will be deposited into CFWN account.
9. Following close of sales, conduct raffle and, after CFWN verifies completed voucher, deliver tags.
10. Notify CFWN and NDOW of raffle winners with their pertinent information.
11. Provide a full-accounting of sales, expenses, proceeds, etc.
12. Work with NDOW to ensure license is issued before issuance of tags.

Policies

DREAM TAGS CHARITABLE FUND HOLDING RESERVE POLICY

I. Purpose

The Community Foundation of Western Nevada (Foundation), guided by the Advisory Committee on Dream Tags (Committee) and approved by the Board of Trustees, may determine that holding a certain portion or percentage of the Dream Tags Charitable Fund assets in reserve is appropriate for the purposes of the Fund.

Assets held in reserve will be for specific purposes identified in the Types of Reserve section below. The amount of reserve held will be determined by the Committee on an annual review basis and accounted for separately from the grantable assets in the Fund.

II. Types of Reserve

Four types of reserves have been approved by the Committee. These reserves will be accounted for separately and used for the specific purposes identified below.

- a. Operating Reserve: the single purpose of this reserve is to support ongoing expenses should the Nevada Legislature determine to terminate the Dreams Tags Charitable Fund. In this eventuality, grants currently in work as well as remaining assets will require ongoing oversight and administration. This amount of operating reserve will be sufficient to support that administration through termination of the Fund.
- b. Chargeback Reserve: the chargeback reserve will be for the purpose of addressing rare situations in which a Dream Tags raffle ticket purchaser requests a refund. Whether the refund is granted will be determined by the Dream Tags Refund Policy. In the eventuality such refund is granted, the refunded amount will come from the Chargeback Reserve.
- c. Emergency Response Reserve: since the mission of the Fund is wildlife habitat protection and restoration, situations such as wildfire or flood may make emergency response grants necessary from the Fund. In these situations, maintaining sufficient reserve to benefit emergency response activities is necessary.
- d. Investment Reserve: the Committee at its discretion may vote to hold a portion of Fund assets in reserve for investment purposes.

III. Determining Amounts held in Reserve

The Committee will assess the overall activity in the Fund annually to determine the amounts necessary to be held in reserve in each category. A simple majority vote of the Committee will be necessary to establish and then change the amounts.

**DREAM TAGS CHARITABLE FUND
PRIVACY OF INFORMATION POLICY**

I. Purpose

The Community Foundation of Western Nevada (Foundation) is committed to protecting the privacy of winners of the Dream Tags raffle as well as the privacy of Dream Tags raffle ticket purchasers.

In addition to this policy, the Advisory Committee on Dream Tags, the Foundation's Board of Trustees, and Foundation staff are bound by the Foundation's Confidentiality Policy.

II. Collection of Personal Information

Through the Dream Tags raffle sales, the Foundation gathers/has access to information that personally identifies individual ticket purchasers. That information is further protected by the Foundation's Confidentiality Policy. This information is gathered for eligibility verification purposes related to the Dream Tags raffle ticket sales and for use in marketing of future ticket sales.

III. Use of Personal Information

The Foundation uses Dream Tags raffle ticket purchasers' information for the following purposes:

- a. To send occasional reminders about opportunities to purchase Dream Tags raffle tickets
- b. To send requests for publicity and photo release to Dream Tags raffle ticket winners
- c. To publicize Dream Tags raffle ticket winners from whom we have received publicity and photo releases

IV. Control of Personal Information

When Dream Tags raffle ticket purchasers provide their personal information for the purpose of buying tickets, the Foundation may not share that information with third parties.

IV. Security of Personal Information

The Foundation is committed to protecting the security of personal information. We use a variety of security technologies and procedures to help protect individuals' information from unauthorized access, use, or disclosure. For example, we store personal information provided in computer servers with limited access.

**DREAM TAGS CHARITABLE FUND
REFUND POLICY**

I. Purpose

The purpose of the refund policy is to provide guidance to the Advisory Board on Dream Tags (Advisory Board) when a request for a refund of the \$5 chances has been received. Under no circumstances will a refund be made once the draw for winners of the raffle has been conducted. Refunds will be considered by the Advisory Board on a case-by-case basis, under the following conditions:

- Purchaser provides an explanation of why they believe their purchase was made in error/not intended.
- Purchaser notifies Systems Consultants of the error and their request for a refund within 24 hours of the purchase.

II. Process

If the refund is approved by the Advisory Board, Systems Consultants will be authorized to immediately process the refund. In cases where a refund is approved, the purchase of the \$5 chances will be reversed. The refund payment may be made using currently received raffle ticket monies that have not yet been forwarded to the Community Foundation of Western Nevada (Foundation).

The Advisory Board shall maintain an allowance in the Dream Tags Fund for chargebacks on credit cards that is equal to 50 percent of the largest day of raffle ticket receipts. Should a purchaser request a chargeback on their credit card, Systems Consultants shall provide documentation to verify that the purchaser was aware that their purchase was final and was a valid purchase.

In the event a refund is not approved by the Advisory Board and the purchaser wishes to further pursue a refund, he/she may be referred to the President and CEO of the Foundation. Complete information on the request and reasons for the decision by the Advisory Board shall be maintained on file at the Foundation.

Procedure for Publicizing Dream Tags Raffle Winners

The Advisory Board on Dream Tags Fund publicizes all Dream Tags raffle winners in a variety of local and national publications and on websites. Included in the publicity are the names of the winners along with (... what else should we include: state? County?). If photos can be procured quickly, photos of the winners may also be included in the publicity.

The purpose of the publicity is to increase exposure to the Dream Tags opportunity and celebrate the success of the program.

By June 30	<ol style="list-style-type: none"> 1. CFWN, with input from NDOW, writes a press release that will be submitted to or placed on the following locations: <ul style="list-style-type: none"> • CFWN website • Dream Tags website • CFWN Constant Contact/newsletter/maybe annual report • Reno Gazette Journal • CFWN Facebook • NDOW Facebook • Nevada Bighorns Unlimited • National press including: Rocky Mountain Elk Foundation , Wild Sheep Foundation, Mule Deer Foundation, Safari Club International, Foundation for North American Wild Sheep • NDOW's press release list 2. Create reciprocal links to others' sites for increased exposure
By early July	<ol style="list-style-type: none"> 3. Receive winner(s)' name(s) and contact information from vendor 4. Send photo release form and press release to winner(s); these forms are due back to CFWN within 7 days 5. Receive photo release and press release from winner(s) along with photos
By mid-July	<ol style="list-style-type: none"> 6. Post press release to CFWN and Dream Tags websites 7. Send press release to NDOW for possible posting 8. Send out via Constant Contact and post to CFWN Facebook 9. Submit press release to all named in #1 above 10. Make reciprocal links "live"