CLARK COUNTY PARKS & RECREATION  
EVENT AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of  
____________, 2009, by and between Boy Scouts of America, a non-profit 
organization (hereinafter referred to as BSA) and Clark County, Nevada, a political 
subdivision of the state of Nevada (hereinafter referred to as County) The two parties 
are jointly hereinafter referred to as Parties.

I. GENERAL AGREEMENT

A. BSA shall have the right to hold an event to be known as Mega Scout 
Expo (hereinafter referred to as “Event”) at Sunset Park on the following 
dates, and at the times designated below:

1. Date(s):
   a. Event – Friday, April 24, 2009 – Sunday, April 26, 2009
   b. Set up – Begins Friday, April 24, 2009
   c. Tear down – Sunday, April 26, 2009

2. Event Time(s): Friday, April 24, 2009 – 8:00 a.m. until 
   Sunday, April 26, 2009 – 4:00 p.m.

3. Uses allowed in designated areas:
   a. All areas of Sunset Park will be used for the subject Event.
   b. The “Sunset Soccer Field” is to be used only for the purpose of 
      allowing soccer play. BSA is solely responsible for any divot 
      repair to this field deemed necessary by the County to restore it 
      to the state it was in when BSA arrived.
   c. Booths and non-staked tents may be set up in Areas “C,” “D,” 
      and “F”.
   d. County staff must accompany all vehicles traveling off roadways 
      to ensure there is no damage to the park.
   e. All vehicles associated with the Event shall be parked in the 
      parking lot next to the “F” area, including but not limited to fire 
      trucks, EMT vehicles, and media vans, unless approved and 
      escorted pursuant to Section (d) above.
   f. A helicopter may be landed in an area properly secured from the 
      public by a temporary fence or rope. Such area to be designated 
      by County with proper approvals issued by the FAA.
   g. A command center and check-in tents will be located in the area 
      known as the “Old horseshoe pits” on the south side of the lake.
h. BSA will use the pool on Saturday, April 25, 2009, and must pay for County lifeguards to be on site throughout the day. BSA will have specific merit badge classes as follows:

1. Class #1 - 10am - Noon
2. Class #2 - 1 - 3 pm
3. Class #3 - 3 - 5 pm

i. Clark County will provide three (3) lifeguards from 9:00am - 5:30pm. BSA will have 10 -15 scouts in each class. Scout leaders will be conducting all activity/classes and County lifeguards will be responsible for usual lifeguard duties.

j. Estimated Staff Costs for pool use are as follows:

9:00 a.m. - 5:30 p.m.:
1 Pool Manager @ $13.50 x 8.5 hours = $114.75
2 LG/WS1 @ $10.00 x 8.5 hours = $170.00
Total = $284.75 + 12.96 benefits
Grand Total Estimated Pool Staff Costs: = $297.71

k. BSA must work with County parks maintenance staff to coordinate use of the dirt mounds for BMX bike demonstrations and will incur all costs and make arrangements with a suitable company and use appropriate equipment for any grading of dirt required for such use. County maintenance must approve.

B. The purpose and scope of this Agreement shall be limited to all functions and acts necessary for promoting and conducting the Event.

C. The Parties have jointly agreed upon the Event name (which shall remain the property of BSA) and will jointly agree upon cooperative promotional methods. The Parties agree to recognize each other as Event co-sponsors on all Event materials and announcements. County, through its Parks and Recreation Special Events office, must approve all advertising, including, but not limited to, print, radio, fliers, posters, and Internet, prior to release.

D. There will be no County revenue generated by this Event. It is a BSA fundraising event, and the participation fees collected from various scout troops belong solely to the BSA. The Event is designed to provide badge-earning opportunities for the members of various scout troops. The Event is open to the public for observance of the various activities in which scouts are participating to earn their badges. Further, monies generated through the sale of food shall not be considered revenue.
E. Parties shall prevent and prohibit the sale of merchandise that offends community standards.

F. Parties agree that Sunset Park will be used for this Event during the times agreed upon and the park will be released for public use immediately following the times designated in this Agreement for the Event.

II. BSA’S DUTIES

A. BSA is responsible for all set up and tear down of the event. BSA is solely responsible for any costs incurred in the production of the event and will make payment within thirty (30) days of the event. Costs include, but are not limited to: First aid; Security; Media and advertising; payment for any necessary permits, including but not limited to those required by the Clark County Department of Business License, Health District, Clark County Fire Department, Las Vegas Metropolitan Police Department, Air Quality and Environmental Control, FAA, etc.; rental of adequate dumpsters to handle continuous trash bags, maintenance fees, and repair of any broken amenities occurring in conjunction with the Event.

B. BSA and its employees, volunteers, and vendors shall use the premises in a safe and lawful manner and will use reasonable efforts not to damage the County’s property.

C. BSA shall indemnify and hold harmless County, its directors, officers, agents and employees from and against any and all claims, demands, obligations, causes of action and lawsuits, and all damages, liabilities, fines, judgments and costs (including reasonable attorneys’ fees) associated with, arising from or alleged to have arisen from the actions or omissions of BSA, its agents, employees members or contractors, in connection with the Event, or its failure to comply with the laws, ordinances and codes applicable to its duties and responsibilities set forth herein.

D. BSA will provide commercial general liability and property damage insurance naming Clark County and Las Vegas Metropolitan Police Department (LVMPD) as additional insured in an amount not less than One Million Dollars ($1,000,000) per occurrence, Two Million dollars ($2,000,000) aggregate for claims that arise as a result of BSA’s negligent acts, if any. The certificate of insurance must be received by the Department of Parks and Recreation upon the signing of this agreement.

E. BSA will provide security for the Event. A security plan must be submitted to Park Police for approval no later than March 20, 2009. Any security company utilized for the Event must be licensed and bonded in Clark County. Any security hired and deployed shall be in addition to any
Park Police and LVMPD personnel required as part of the LVMPD's permitting process. Park Police, at its sole discretion, may approve the use of volunteers to provide security. As agreed, BSA will provide to Park Police, as part of its overall security plan, the following:

1. A minimum of two (2) security people, equipped with flashlights, who will patrol the lake perimeter from 8:00 p.m. - 8:00 a.m., on Friday, April 24, 2009 and Saturday, April 25, 2009.

2. Continuous security of the camping areas while scouts are in residence, based upon the required number of security personnel required by Park Police.

3. BSA will install a minimum of two (2) generator-operated light towers on the south side of the lake in the undeveloped area for additional security. Generators will be turbo-charged and after-cooled to provide necessary electrical service required for concessions, booths, lighting, etc. If generators are used, BSA will ensure that all requirements of Air Quality and Environmental Management, including but not limited to Best Available Control Technology (BACT) Standards, have been met and any/all required permits have been obtained. BSA will additionally ensure that installation of generators does not affect the community near the park with either noise or fumes.

4. Security personnel must be equipped with flashlights and maintain radio contact with the BSA command center at all times.

F. BSA will provide County with copies of all necessary permits issued for the Event, including but not limited to, any permits required by Clark County Department of Business License, health permits required by the Health District for vending of food; fire permits required by the Clark County Fire Department to ensure fire safety; permits required by the LVMPD; permits required to land the helicopter on park property; and permits required by Air Quality and Environmental Control.

G. BSA will install a minimum of twenty (20) porta-potties for use by the scouts.

H. BSA will provide 5,000 service hours to the County between the dates of April 24th, 2009 and March 31st, 2010. All service will include adult leadership and monitoring by approved Boy Scout personnel. The service of leaders or monitors may count as service hours in meeting the terms of the agreement. Service hours will be collected and tabulated by the BSA and submitted by the 25th of each month for the previous month to Clark County Parks and Recreation with final tabulation by March 31, 2010.
Service may include, but is not limited to, clean up of County roadways, public facilities, public areas, graffiti abatement, improvement projects or other projects submitted by BSA and approved through the Director of Parks and Recreation or designee.

III. COUNTY'S DUTIES

A. County will provide venue and coordination of event set up to ensure execution of event elements are as agreed upon, including:

1. Providing technical assistance in the placement of production to avoid damage to the park, including overseeing location and installation of all staging, fencing, generators, portable restrooms and barricades.

2. As required for clean up, providing an adequate number of trashcans and bags (cost of bags will be invoiced to BSA) to control the volume of debris generated during the Event. Clean-up includes maintaining all parking lots, venue area and the desert area used for Event in such a way that debris is continuously cleared away.

3. Overseeing technical execution for Event-related permit acquisition.

4. Working with Park Police to coordinate security and traffic plans with the LVMPD.

5. Modifying watering schedule during the Event.

6. Providing one (1) full-time Special Events staff to act as liaison with BSA.

7. Coordinating the park lights in affected area during the Event.

8. Providing couplers for water for food vendors in specific locations.

9. Providing the shared use of the swimming pool facilities with previously scheduled County Lifeguard training.

B. County reserves the right to close down merchants who are selling or distributing offensive or illegal merchandise, or who do not hold appropriate licenses or permits.
C. County agrees to post this Event on the electronic sign at Sunset Park and will list this Event on its web site.

IV. MISCELLANEOUS PROVISIONS

A. The administration of this Agreement by County shall be by the Acting Director of Parks and Recreation, or her designee.

B. This Agreement shall not be deemed for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein may be assigned by BSA or County without written approval of the other Party.

C. All agreements regarding the Event are subject to Parties obtaining all necessary approvals, permits and licenses required by Federal, State, Regional and/or Clark County government, including but not limited to: Clark County Business License, the Health District, Clark County Public Works, Air Quality and Environmental Control, Clark County Fire Department and the LVMPD. Clark County Parks and Recreation Special Events will act as liaison with regulatory agencies and departments.

D. The failure of any Party hereto to comply with the terms and conditions hereof because of a “Force Majeure Occurrence” shall not be deemed a breach of this Agreement. “Force Majeure Occurrence” shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities for event or reason beyond the reasonable control of a Party. In the case of a cancellation of the Event due to a Force Majeure Occurrence, each Party shall be relieved of its obligations hereunder with respect to the performance so prevented. In such case, neither Party shall have a claim against the other Party except that each Party shall be responsible for bearing its share of any non-recovered expenses actually incurred prior to such cancellation.

E. The County shall not be liable for any claim if the Premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the holding of the scheduled Event.

F. Each Party hereto represents, warrants and covenants to the other as follows:

1. It has full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof.
2. The execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other
agreement or obligation to which it is a Party or by which it is bound, and no approval or other action by any other governmental authority or agency, or any other individual or entity, is required in connection herewith other than those mentioned at Section C above and Section I below.

G. All notices given hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally with receipt acknowledged or sent by nationally recognized overnight courier for next-day delivery, addressed or sent to the Parties at the addresses as follows:

1. If to BSA, at:
   Boy Scouts of America
   7720 South Paradise Road
   Las Vegas, NV 89119
   Attn: Gary Lewis, Activities & Marketing Director

2. If to County, at:
   Clark County Parks and Recreation
   2601 E. Sunset Road
   Las Vegas, NV 89120
   Attn: Jane Pike, Acting Director

H. Except as specifically authorized herein, nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties and no Party will have the authority to bind the other in any respect. Each Party shall be solely responsible for all wages, income taxes, workers compensation requirements and any other requirements for all personnel it supplies pursuant to this Agreement.

I. Each Party shall be responsible for compliance with all federal, state and local laws and regulations applicable to such Party’s activities in connection with this Agreement or the Event, including without limitation, obtaining any permits applicable to the Event or the activities contemplated herein.
This Agreement constitutes the entire agreement between the Parties and shall supersede any and all other agreements, whether oral or otherwise, between the Parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both Parties. This Agreement shall be governed by and construed according to the laws of the State of Nevada. If any term or provision of this Agreement, or the application thereof to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Signatures IN BLUE INK Follow:**

**COUNTY OF CLARK**

RORY REID  
Chairman  
Clark County Board of County Commissioners

**BOY SCOUTS OF AMERICA**

GARY E. LEWIS/Date  
Activities Director

**APPROVED AS TO FORM ONLY:**

**DAVID ROGER**  
**DISTRICT ATTORNEY**

**BY:**  
MARY ANN PETERSON / Date  
Deputy District Attorney