AGREEMENT BETWEEN CLARK COUNTY AND STOCK CONTRACTORS OF THE PROFESSIONAL RODEO COWBOY’S ASSOCIATION FOR USE OF HORSEMAN’S PARK

This agreement is made and entered into this ______ day of ________, 2009 by and between Clark County, a political subdivision of the State of Nevada (hereinafter referred to as the County) and Stock Contractors of the Professional Rodeo Cowboy’s Association (hereinafter referred to as PRCA).

WITNESSETH

WHEREAS, the County, pursuant to the authority contained in NRS 244.300, is authorized and empowered to operate, manage, improve and maintain all public parks, golf courses, and other public recreational centers and areas for which the County holds title; and

WHEREAS, The National Finals Rodeo (NFR) is held annually in Clark County, Nevada; and

WHEREAS, PRCA desires to utilize a portion of Horseman’s Park (for which the County holds title) for the purpose of maintaining and selling certain stock for a 19-day period during each of the next five (5) years.

NOW, THEREFORE, in consideration of the premises and terms contained herein, the parties agree as follows:

I. **PRCA DUTIES:**

A. PRCA agrees to remit a fee of 50% of the total amount billed by Clark County to PRCA for use of County amenities during the term of this agreement. PRCA will pay an annual increase of 3% of the costs billed each consecutive year after the first year of the agreement. These costs will include some or all of the following amenities: the main arena (roping boxes, out boxes, aisle ways, side boxes), 20 stalls, portable panels, animal control pens, and cutting pens at Horseman’s park, beginning on the last Thursday in November and continuing for a total of nineteen (19) consecutive days. If PRCA, by November 1st each year this agreement is in place, has obtained and maintained a 26 U.S.C. 501(c)(3) status, and provided the County written confirmation of same, fees will be assessed at the Community Rate. If, however, written documentation confirming 26 U.S.C. 501(c)(3) non-profit filing status has not been provided by November 1 of the year in consideration, the County will assess fees at the Commercial Non-Special Event Activities Rate.

B. PRCA will pay all set up and tear down costs as well as all technical costs associated with this reserved use. PRCA will be responsible for actual repair and/or clean-up costs incurred by the County if the facility is damaged or vandalized as a result of this reserved use. It is further agreed by PRCA to reimburse the County for any such actual expenses. County will submit an invoice for costs incurred under this section within 14 days of the end of this reserved use.

C. PRCA will be charged for dumpster rental at the current market rate per dumpster each year.
D. As a political subdivision of the State of Nevada, the County requires that PRCA hold and save the County harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the scheduled reserved use which may be sustained by reason of any act or omission on the part of PRCA, its employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

E. PRCA will name Clark County as an additional insured on public liability and property damage insurance in an amount not less than One Million ($1,000,000) dollars per occurrence and Two Million ($2,000,000) aggregate.

*The certificate of insurance must be received by the first Thursday in November of each year.

II. COUNTY’S DUTIES:

To ensure, within reasonable expectations, the annual availability of adequate facilities at Horseman’s Park for use by PRCA beginning the last Thursday in November each year and continuing for a total of nineteen (19) consecutive days, for five (5) consecutive years.

III. MISCELLANEOUS PROVISIONS:

A. The Board of County Commissioners approves Parks and Recreation’s Schedule of Fees and Charges annually so the fees are subject to change. Other than as specifically outlined in section I.A. of this agreement, fees will be charged according to the schedule of fees and charges approved by the Board of County Commissioners.

B. Any services or costs for services that are part of the BCC approved Schedule of Fees & Charges, including, but not limited to electrical hook ups, early arrivals, and lights will be charged at 50% of the rate established annually by the BCC, unless specifically designated otherwise in this agreement.

C. Overtime will be charged for County staff required to work hours in excess of their normal work shift. The current rate is $57.37 per hour, but may be adjusted each year.

D. Personnel provided by PRCA or its designees will not be authorized or permitted to utilize any facilities on the premises, unless previously requested and assigned for their use. Such assignment requires prior written County approval.

E. Under this Agreement, all payments to the County will be made payable to Clark County Department of Parks and Recreation. PRCA will pay all fees within 30 days immediately following the reserved use.

F. The terms of this agreement will begin on the last Thursday in November and continue for a total of nineteen (19) consecutive days for five (5) consecutive years commencing in 2009 and ending in 2013. This agreement may be canceled without penalty or cost by either party with 6 months prior written notice. All notices of cancellation will be in writing and effective upon receipt.
G. This Agreement will not be deemed to be 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 without the prior written consent of the County, as set forth in Section III, D above.

H. All standard park rules and regulations apply to this reserved use.

I. All agreements regarding this reserved use are subject to PRCA obtaining all necessary permits and licenses required by federal, state and local law, including but not limited to: Clark County Business License, the Las Vegas Metropolitan Police Department, Clark County Air Quality and Environmental Management, Clark County Fire Department, Clark County Public Works and Clark County Health Department. Clark County Parks & Recreation will act only as a liaison with regulatory departments and agencies. PRCA is, however, responsible for making all contacts, arrangements, and payments.

J. 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 agreements or obligations 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.

K. 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. The Agreement will 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 circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on this_________day of ___________, 2009.

CLARK COUNTY PROFESSIONAL RODEO COWBOY’S ASSOCIATION

Yolanda C. Jones, C.P.M., CPPO, Manager/Date Jim Korkow Date
Clark County Purchasing and Contacts President

Signatures Follow
APPROVED AS TO FORM:

DAVID ROGERS
District Attorney

APPROVED BY THE BOARD OF
COUNTY COMMISSIONERS

By: Mary Ann Peterson  Date  Rory Reid  Date
Deputy District Attorney  Chairman of the Board