CLARK COUNTY PARKS & RECREATION

SPECIAL EVENTS AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___________ 2009, by and between Nevada Senior Games, a non-profit organization (hereinafter referred to as “NSG”) 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. The Parties shall have the right to co–sponsor various events to be known as “Nevada Senior Olympics” (hereinafter referred to as “Event”) at various county parks for a period of time not to exceed seven months on agreed upon dates and times to be scheduled through the Recreation Division of Clark County’s Department of Parks and Recreation. The purpose and scope of the Agreement shall be limited to all functions and acts necessary for promoting and conducting Event.

B. Nevada Senior Games are intended to encourage adults, aged 50 years and older, to undertake and continue in a health and fitness oriented lifestyle, and to provide forums for older adults to compete with their peers and receive recognition for their achievements.

Date(s): Event – Various dates between April 1, 2009 and October 30, 2009

Event Time(s) and Location(s): To Be Determined and Agreed Upon through the normal scheduling process.

C. The Parties jointly agree on the Event name and will agree upon cooperative promotional methods. The Parties agree to recognize each other as Event co–sponsors on all materials and announcements when applicable. County must approve, in advance all Event advertising, including but not limited to, radio, print, fliers, posters, and Internet.

D. Revenue is not generated by this event, as it is designed to promote senior fitness and competition. Fees charged and collected for participation by various groups belongs solely to the NSG, a non–profit organization.

E. All costs of producing the event are the sole responsibility of NSG and will be paid within thirty days of each event.

F. Payments due Clark County Parks and Recreation for necessary part –time staff charges will be paid within thirty days of each event. The County will invoice the NSG for these fees.
G. Grooming fees will be paid by NSG. NSG will be responsible for scheduling grooming and paying for each groom.

H. The Event name and the Event concept shall remain the property of NSG.

I. Parties shall prevent and prohibit the sale of merchandise that offends community standards.

J. Parties agree that the areas assigned to a particular event will be used during the times agreed to and will be released back for public use, immediately after those hours designated for the Event.

II. **NSG’S DUTIES**

A. NSG is and shall remain responsible for all scheduling of each event with appropriate staff as follows:

1. Sports Contact: Al Galvin at 455 – 8128
2. Desert Breeze Recreation Center Contact: Molly Brown at 455 – 8334.
3. Desert Breeze Aquatics Facility Contact: Jessica Laguna at 455 –7791
4. Grooming fields contact: Diamond Field Maintenance 750 –6075

B. NSG is responsible for scheduling all grooming of fields per occurrence and in each instance requested, is responsible for payment of grooming fees

C. NSG is responsible for payment of required part – time staff necessary to staff centers during events at $17 per hour/per staff member. NSG will pay invoice for these charges within fifteen days of receipt.

D. NSG is responsible for payment of life guards required to staff the pool during events at a rate of $15.00 per hour/per staff member. NSG will pay invoice for these charges within fifteen days of receipt.

E. All invoices submitted to NSG for previously mentioned financial responsibilities shall be paid within fifteen days of receipt of invoice.

F. NSG and its participants shall adhere to all park rules and regulations while on County property.

G. NSG shall ensure its employees, sub – contractors, guests, patrons, invitees, members and/or participants use the facilities and premises in a safe, careful, and lawful manner, and use commercially reasonable, best efforts not to allow any act to be done during the scheduled event(s), which will alter, mar, deface, or injure any part of the premises, or other property provided by Clark County.
H. NSG shall provide public liability and property damage insurance naming Clark County c/o Purchasing and Contracts, 500 S. Grand Central Parkway, 4th Floor, P.O. Box 551217, Las Vegas, Nv. 89155 – 1217, as additional insured, in an amount not less than One Million Dollars ($1,000,000) per occurrence, Two Million dollars ($2,000,000) aggregate. The Certificate of insurance must be received by the Department of Parks and Recreation no later than April 15, 2009.

I. NSG shall provide proof of declaration of non-profit 501 C -3 status.

J. NSG shall hold and save the County harmless from all claims, costs, loss, or damage of any of nature whatsoever arising out of the scheduled event which may be sustained by reason of any act of omission on the part of NSG, 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.

III. COUNTY’S DUTIES

A. County will provide facilities as scheduling permits and will work with NSG director to determine dates, times and locations.

B. County will provide additional garbage cans at the Shadow Rock and Hollywood complexes for scheduled events at no charge.

C. County will provide needed lighting (at fields with permanent lighting) at no charge.

D. County will provide required part time staff at events where stipulated for fees stated (Section II.C.D.E) and will invoice NSG for their services within five days of event.

IV. MISCELLANEOUS PROVISIONS

A. The administration of Agreement by the County shall be by the Director of Parks and Recreation, or a designated agent and the County’s Chief Financial Officer or his designated agent.

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 NSG or the 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 Clark County, including but not limited to: Business License, the Health District, Public Works, Air Quality, Clark County Fire Department and the (LVMPD). Clark County Parks & Recreation will act as a liaison with regulatory agencies and departments.

D. The failure of any Party hereto comply with the terms and conditions hereof because
of a “Force Majure Occurrence” shall not be deemed a breach of this Agreement. “Force Majure Occurrence” shall be defined to include, without limitations, 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 or Event or reason beyond the reasonable control of a Party. In the event of a cancellation of the Event due to a “Force Majure Occurrence”, each Party shall be relieved of its obligations hereunder with respect to the performance so prevented. In such event neither Party shall have a claim against the other Party except that each Party shall be responsible for bearing its share of any unrecovered 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 prevents holding of the scheduled Events.

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

1. It has the 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.

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 NSG, at Nevada Senior Games, 3925 south Jones Boulevard, #1123, Las Vegas, Nevada, 89103. Attn.: Reg Rod, Executive Director.

2. If to County at 2601 E. Sunset Rd., Las Vegas, Nevada, 89120, Attn: Director of Parks & Recreation and Clark County Purchasing & Contracts Division, 500 S. Grand Central Pkwy, 4th Floor, PO Box 551217, Las Vegas, Nevada 89155.

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 its 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 Parties activities in connection with this Agreement or the Event, including, without limitation, obtaining any permits applicable to the Event or the activities contemplated herein.

J. 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.

Signatures Follow

COUNTY OF CLARK

RORY REID, Chairman
Board of County Commissioners

NEVADA SENIOR GAMES

Signature

Printed Name/ Title (NSG)

APPROVED AS TO FORM ONLY
David Roger
District Attorney

By: Mary Ann Peterson 3/24/09
Mary Ann Peterson Date
Deputy District Attorney