

PARK AND TRAIL ASSISTANCE PROGRAM AGREEMENT

THIS PARK AND TRAIL ASSISTANCE PROGRAM IMPLEMENTATION AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS, NEVADA, a Nevada charter city ("City") and OUTSIDE LAS VEGAS FOUNDATION, a Nevada non-profit 501 (c) 3 corporation, doing business as Get Outdoors Nevada (the "Foundation"). The City and Foundation are sometimes collectively referred to herein as the "Parties."

This Agreement is effective on the date of approval by the City and Foundation, whichever date is later, as long as approval by one is within 30 calendar days of approval by the other (the "Effective Date").

RECITALS

WHEREAS, the City has planned and implemented a network of parks, trails and open spaces within the corporate boundaries of the City; and

WHEREAS, the City seeks to support community-inspired efforts in City parks and trails; and

WHEREAS, the priorities of the City include, among other things, developing sustainable, livable neighborhoods, and citizen engagement; and

WHEREAS, the City encourages the use of trails, open spaces, parks and community gardens which promote healthier lifestyles of its residents, provide healing spaces, provide routes for alternative modes of transportation and strengthen a citizen's perception of a community in a neighborhood; and

WHEREAS, the City desires the development of a citizen driven park and trail assistance program concurrent with outreach to local residents, community organizations and businesses; and

WHEREAS, Foundation serves as a gateway connecting the community and visitors to Nevada's landscapes, urban trails and recreational spaces through the transformative value of programs in education, volunteerism, outreach and collaboration; and

WHEREAS, Foundation has implemented an engagement program to support City parks and trails; and

WHEREAS, the City desires to obligate Foundation to perform certain services as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. TERM. The term of this Agreement ("Term") shall commence on July 1, 2022 (the "Effective Date"), and terminate on June 30, 2023 (the "Expiration Date"), unless sooner terminated by the City, as provided in Section 9 hereof. The City shall have the option to extend this Agreement for one (1) additional year (the "Option Term") provided that Foundation is not in default and has completed its obligations to the City's satisfaction. The City agrees to provide written notice to extend at least ninety (90) days prior to the Expiration Date. The City's City Manager is hereby authorized to exercise the City's option to extend this Agreement.

2. SCOPE OF AGREEMENT. The City hereby agrees to engage Foundation to implement a community engagement program to serve City parks throughout the corporate boundaries of the City.

on the community engagement and volunteer program; (ii) Donations received; (iii) volunteer events; (iv) maintenance activities at each event; (v) a safety assessment notating incidents of graffiti and other signs of a deteriorating community as a result of increased criminal activities.

All Monthly Reports shall be submitted to the attention of the Director of Parks, Recreation and Cultural Affairs, 451 East Bonanza Road, Las Vegas, NV, 89101.

5. **COMPENSATION.** In consideration of the services to be performed and the materials to be provided by the Foundation, the City agrees to compensate Foundation the total sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for the Term. If the City exercises its option to extend this Agreement, an additional SEVENTY FIVE THOUSAND DOLLARS (\$75,000) will be paid the by the City to the Foundation. The compensation will be used by Foundation to manage the community engagement and volunteer program. The annual payment will be made from the City to the Foundation within sixty (60) days after the Effective Date and one (1) year thereafter if the City exercises its option to extend this Agreement. Should the Agreement be terminated prior to its natural expiration for any reason, any unspent funds shall be promptly returned by the Foundation to the City.

6. **PRESENTATIONS TO CITY; PRESS RELEASES.** The Foundation agrees to make presentations to the Las Vegas City Council, other City boards and/or commissions, and City staff members as reasonably requested by the City. Foundation agrees that it will not make issue or disburse any press release, news story, article, or other similar items regarding the Community Engagement and Volunteer Program to the public without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. The Foundation agrees to cooperate with the City's Public Information Officers regarding the content of the press releases prior to issuance.

7. **INDEMNITY.** The Foundation agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents against any damages, costs, expenses, fees (including attorney fees) incurred by the City in any claim, suit or proceeding instituted against the City as it relates to the Foundation's performance under this Agreement. The Foundation's obligation to indemnify shall be conditioned upon the prompt notice of an asserted claim for which indemnification may be sought and upon the City's right to intervene and participate, at its own expense, in defense of the claim.

8. **INSURANCE.** Foundation shall procure and maintain, at its own expense, during the Term, the following coverages:

A. **Industrial/Worker's Compensation Insurance,** where required by law and if Foundation has employees other than owners, protecting Foundation and the City from potential claims based upon job-related sickness, injury or accident, during the performance of this Agreement, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

B. **Commercial General Liability Insurance** (bodily injury, property damage) with respect to the Foundation's agents assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Insurance General Liability insurance form.

C. **Commercial Automobile Liability Insurance** of limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Foundation and any auto used to the performance of services under this

an agent or employee of the City. Foundation shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Agreement. The City shall hold the Foundation as the sole responsible party for the performance of this Agreement. Foundation shall maintain complete control over its employees, volunteers and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by Foundation shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

12. ASSIGNMENT. Nothing in this Agreement precludes Foundation from assigning its rights under this Agreement provided, however, that Foundation may not assign its rights under this Agreement without first obtaining the written consent of the city, which consent may not be unreasonably withheld, conditioned or delayed.

13. WAIVER. Waiver of any terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

14. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Agreement be determined void.

15. MODIFICATION/AMENDMENT. This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

16. ENTIRE CONTRACT, SECTION AND PARAGRAPH HEADINGS. This Agreement represents the entire and integrated agreement between the City and Foundation. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

17. NOTICES. All notices required or permitted under this Agreement shall be given in writing and shall be validly given only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party, (c) deposited with a nationally recognized courier service such as FedEx, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving 10 days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

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Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 9/6/22

John S. Ridilla
Deputy City Attorney

Date

**OUTSIDE LAS VEGAS FOUNDATION d/b/a
GET OUTDOORS NEVADA**

By: Rachel Bergsen

Printed Name: Rachel Bergsen

Title: Executive Director

Date: 9/6/2022