

## **AGREEMENT TO PROVIDE VOLUNTEER COORDINATION, PLANNING, AND IMPLEMENTATION FOR THE CARE OF URBAN PARKS AND TRAILS**

This Agreement to Provide Volunteer Coordination, Planning, and Implementation for Care of Urban Parks and Trails (“Agreement”) is made and entered into as of March 1, 2024 (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Outside Las Vegas Foundation, doing business as Get Outdoors Nevada, a Nevada nonprofit corporation (“Provider”).

### **WITNESSETH:**

WHEREAS, the City hereby agrees to engage Provider to implement a community engagement program to engage in and promote outdoor service opportunities at City parks and trails within the corporate boundaries the City of North Las Vegas, as more particularly described in Exhibit A (“Services”); and

WHEREAS, the City has planned and implemented a network of trails and open spaces within the corporate boundaries of the City of North Las Vegas; 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, Provider 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, Provider will implement an engagement program for the City, which will support parks and trails and related City initiatives; and

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

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

## **SECTION ONE SCOPE OF SERVICES**

1.1. Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. The Program objectives to be attained by Provider during this period shall include, but are not limited, to the following:

1.1.1. Coordination of outdoor service opportunities at City parks and trails through outreach to community members, addressing phone calls, and requests from community members and Council offices.

1.1.2. Oversight of volunteers/volunteer events, including management of events proposed by community members, and other associated activities.

1.1.3. Provider will organize events.

1.1.4. Provider will have any and all volunteers sign the Liability Waiver, attached as Exhibit B.

1.1.5. Provider will provide equipment as possible and request additional assistance from staff in the City as necessary.

1.1.6. Provider will coordinate with City staff to coordinate appropriate paint colors to address graffiti and other similar and related issues.

1.1.7. Provider will post photos and events on its social media and it will provide content, such as pictures and videos to the City so that it can post photos and events on City's social media platforms.

1.1.8. Provider shall coordinate with Council offices as necessary and appropriate, such as when a Council member wishes to organize a park or trail clean-up event.

1.2. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

## **SECTION TWO TERM**

This Agreement shall commence on March 1, 2024 and will continue to be in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

### **SECTION THREE COMPENSATION**

Provider will provide the Services as budgeted in Exhibit C, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is as described in the schedule attached as Exhibit A. The annual not-to-exceed amount of this Agreement is Twenty-Two Thousand Dollars and 00/100 (\$22,000.00). The total not to exceed amount of this Agreement is One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00).

### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

### **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

## **SECTION NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.5. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.5.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.5.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.5.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.5.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.6. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.7. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Belia Guzman  
2250 Las Vegas Blvd., North  
North Las Vegas, NV 89030  
Phone: 702-633-1464

To Provider: Outside Las Vegas Foundation  
d/b/a Get Outdoors Nevada  
Attention: Rachel Bergren  
21 North Pecos Road, Unit 106  
Las Vegas, NV 89104  
Phone: 702-997-3350

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent



entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of

proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

#### **SECTION FOURTEEN MONTHLY REPORTS**

Provider agrees to submit a monthly report to the City, which shall be due on or by the close of the first full week of each month throughout the Term of this Agreement. Each Monthly Report shall include, among other things, (a) the status of policy and implementation framework and development; (b) volunteer activities; (c) maintenance activities; (d) a safety assessment notating incident of graffiti, including any increases in graffiti, presence of gang graffiti; and (e) other signs of a deteriorating community as a result of increased criminal activities. All Monthly Reports shall be submitted to Cass Palmer, Director of Neighborhood and Leisure Services, at [Palmerc@cityofnorthlasvegas.com](mailto:Palmerc@cityofnorthlasvegas.com).

#### **SECTION FIFTEEN PRESENTATIONS TO CITY; PRESS RELEASES**

Provider agrees to make presentations to the City of North Las Vegas City Council, other City boards and/or commissions, and City staff members as requested by the City. Provider agrees to cooperate with the City's Public Information Officers regarding the content of press releases prior to being issued.

#### **SECTION SIXTEEN AUDIT OF RECORDS**

16.1. Provider agrees to maintain the financial books and records (including supporting documentation) pertaining to this Agreement according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Agreement, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If Outside Las Vegas Foundation goes out of business, Provider shall forward the books and records to the City to be retained by the City for the period of time required herein.

16.2. The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of Provider pertaining to the

performance of the Agreement during normal business hours. The City will provide prior written notice to Provider of the audit and inspection. If the books and records are not located within Clark County, Provider agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, Provider may elect to reimburse the City for the costs of travel to inspect and audit the books and records at Provider's office. If the books and records provided to the City are incomplete, Provider agrees to remedy the deficiency after written notice thereof from the City and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit Provider's office. Provider's failure to remedy the deficiency shall constitute a material breach of this Agreement.

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

Outside Las Vegas Foundation,  
a Nevada nonprofit corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: \_\_\_\_\_  


Date: \_\_\_\_\_

Name: Snelus Kopinski  
Title: Director of Programs  
Date: 1/24/2024

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).

**EXHIBIT “A”**  
**SCHEDULE OF PERFORMANCE AND DELIVERABLES**

Once the parties have entered into the agreement, Provider will immediately begin work on the program. During the term of this agreement Provider will:

- Designate a Volunteer Program Director who will oversee events
- Coordinate with City staff to bring maintenance needs to the attention of appropriate staff
- Develop a communications plan
- Maintain communications with interested community members
- Maintain a social media presence
- Maintain a supply of tools and requisite equipment
- Have any and all event participants / volunteers sign Liability Waiver (Exhibit B) and maintain those liability waivers as part of Provider’s record keeping
- Coordinate with City staff on park and trail needs to identify and plan events
- Provide monthly reports
- Present the report to the City Council upon request

Annual Schedule for 12-Month Payment Period			
Due Date	Deliverable Milestone No.	Deliverable/Milestone Title	Amount Allowed
Close of first full week of the month	D	1st Monthly Report/1st Invoice	\$ 1,750.00
Close of first full week of the month	D	2nd Monthly Report/2nd Invoice	\$ 1,750.00
Close of first full week of the month	D	3rd Monthly Report/3rd Invoice	\$ 1,750.00
Close of first full week of the month	D	4th Monthly Report/4th Invoice	\$ 1,750.00
Close of first full week of the month	D	5th Monthly Report/5th Invoice	\$ 1,750.00
Close of first full week of the month	D	6th Monthly Report/6th Invoice	\$ 1,750.00
Close of first full week of the month	D	7th Monthly Report/7th Invoice	\$ 1,750.00
Close of first full week of the month	D	8th Monthly Report/8th Invoice	\$ 1,750.00
Close of first full week of the month	D	9th Monthly Report/9th Invoice	\$ 1,750.00
Close of first full week of the month	D	10th Monthly Report/10th Invoice	\$ 1,750.00
Close of first full week of the month	D	11th Monthly Report/11th Invoice	\$ 1,750.00
Close of first full week of the month	D	12th Monthly Report/12th Invoice	\$ 2,750.00
<b>TOTAL NOT TO EXCEED AMOUNT:</b>			<b>\$ 22,000.00</b>

EXHIBIT B

Liability Waiver

Please see the attached page(s).

## VOLUNTEER ACTIVITIES / OUTING WAIVER AND RELEASE AGREEMENT

In consideration of receiving permission from the City of North Las Vegas (CNLV) and Get Outdoors Nevada (GON) to participate in this Outing, I, the undersigned, state and agree as follows:

1. I agree to abide by the instructions, rules and regulations provided to me by the trip leader. I will utilize my own equipment unless provided by the CNLV, Get Outdoors Nevada staff, or a private contractor. I am in good health and I am aware of no physical problem or condition that could limit or interfere with my ability or the ability of children accompanying me to participate in this activity.
2. I agree that I and any children accompanying me are participating at our own risk, and acknowledge that CNLV/GON makes no warranty or representation, express or implied, regarding the condition or safety of the Outing or any equipment to be used on the Outing.
3. I acknowledge receipt of and have read any rules and conditions applicable to the Outing made available to me; I will pay any costs and fees for the Outing; and I acknowledge my participation is at the discretion of the leader.
4. The Outing begins and ends at the location where the Outing officially commences with leader and participants in attendance, as designated by Get Outdoors Nevada ("Trailhead", "Meeting Spot"). The Outing does not include carpooling, transportation, or transit to and from the Trailhead or Meeting Spot, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by GON after the commencement and before the end of the Outing.
5. If I decide to leave early and not to complete the Outing as planned, I assume all risks inherent in my decision to leave early and waive all liability against the CNLV and Get Outdoors Nevada arising from that decision. Likewise, if the leader has concluded the Outing, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against the CNLV and Get Outdoors Nevada arising from that decision.
6. I, for myself and for any children accompanying me, agree to waive and release the CNLV and GON, its officers, directors, agents, employees and volunteers and their respective successors, heirs, personal representatives and assigns ("GON Group") from any and all claims, liabilities, losses, damage, costs and expenses resulting from any injury to me and any children accompanying me or damage to my or their property arising out of my presence at, and participation in, the Outing. I further agree to be responsible for, and agree to reimburse the CNLV and/or GON in the event that the CNLV and/or GON incurs any costs due to, any injuries or damage caused by my willful failure or the willful failure of any children accompanying me to follow instructions, reckless disregard for same or failure to act in a reasonably prudent manner, or because of any inaccurate statements I have made in this release.
7. I, for myself and for any children accompanying me, agree to Indemnify and hold harmless the CNLV and GON, its agents, volunteers, employees, officers, and directors and their respective successors, heirs, personal representatives and assigns ("GON Group") against any and all liabilities for any damages, expenses, illness, injury, death, damage to or destruction of property, or other losses, including any costs, expenses or attorney fees incurred in enforcing this Agreement, whether known or unknown, foreseen or unforeseen, direct or indirect, which may arise from negligence, including gross negligence, of any person including myself, relating to my participation in or travel to or from this Outing.
8. I acknowledge that during this Outing I and/or my children may encounter certain dangers, including, without limitation: cold water with currents, rocks, snags, and other unforeseeable risks; wild animals; poisonous snakes; harmful insects and vegetation; steep slopes, cliffs, narrow trails, snow slides, avalanches, landslides, floods, and rough terrain; and extreme weather conditions and temperatures. I acknowledge also that there are risks of injury, illness or death in an area remote from medical care and facilities.
9. I, for myself and for any children accompanying me, hereby irrevocably consent that all photographs taken during the participant's time attending Get Outdoors Nevada events by staff or contractors employed by Get Outdoors Nevada may be used and re-used by Get Outdoors Nevada for purposes of illustration, display, publication, and any other non-profit purpose. I understand that these images may be cropped, edited or otherwise altered.
10. This Agreement is intended to be as broad and inclusive as is permitted by Nevada law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
11. I have read and understand the contents of this document and I have had the opportunity to discussed the contents of the document and the proposed Outing with appropriate representative and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Outing.

X \_\_\_\_\_  
Participant Name, Please Print Clearly      Phone Number In Case of Emergency      Zip Code      Organization/ Group

Parent/Guardian Name, Please Print Clearly X \_\_\_\_\_  
(required if participant is under the age of 18)

Parent/Guardian Signature X \_\_\_\_\_

Would you like to be added to our monthly newsletter? Yes      No

E-mail: \_\_\_\_\_



21 N Pecos Rd Suite 106  
Las Vegas, Nevada, 89101  
(702) 997-3350  
volunteer@getoutdoorsnevada.org

EXHIBIT C

Budget

Please see the attached page(s).



**EXHIBIT “C”  
BUDGET FOR TERM OF  
PERFORMANCE**

<b>Expenses</b>	
Personnel and Fringe	\$ 19,000.00
<i>Project Management</i>	\$ 5,000.00
<i>Volunteer Coordination</i>	\$ 14,000.00
Supplies	\$ 3,000.00
<i>Equipment</i>	\$ 2,000.00
<i>Water and Snacks for Volunteers</i>	\$ 1,000.00
<b>TOTAL EXPENSES:</b>	<b>\$ 22,000.00</b>



To whom it may concern:

This letter is to respond to the request from the City of North Las Vegas for a Sole Source letter from our organization in support of an Agreement to Implement and Park and Trail Assistance Program.

Outside Las Vegas Foundation, now doing business as Get Outdoors Nevada (GON), is a 501(c)(3) non-profit organization that is dedicated to connecting people of all backgrounds and ages to Nevada's diverse outdoor places through education, service, community engagement and collaboration. We strive to foster and support a community that discovers, experiences and connects to our state's many natural environments, from wild landscapes and recreational areas to urban trails and parks.

To the best of our knowledge, our organization is the only one in the Las Vegas Valley/southern Nevada that has a fully developed program to provide volunteer coordination, planning, and implementation for the care of urban parks and trails. Our organization began providing this service to the community with our first event in 2012. Since that time, we have planned and implemented nearly 800 volunteer events. In 2022 alone, GON oversaw 84 volunteer events, engaging 4,000 community volunteers. GON provides safety guidelines and waivers for all attendees, as well as all of the equipment necessary for the events. Our staff begin events with an introduction to the why and where of the day, and all projects end with photos of the group participants and with emails sent to attendees thanking them for their participation. It has been our honor to provide this service to our community.

Please do not hesitate to contact me at [rbergren@getoutdoorsnevada.org](mailto:rbergren@getoutdoorsnevada.org) or 702-997-3350 if there are any further questions.

Sincerely,

Rachel L. Bergren  
Executive Director  
Outside Las Vegas Foundation  
Db a Get Outdoors Nevada

Mayor  
**John J. Lee**

Council Members  
**Isaac E. Barron**  
**Pamela A. Goynes-Brown**  
**Scott Black**  
**Richard J. Cherchio**



City Manager  
**Ryann Juden**

**Land Development & Community Services**

**Marc Jordan, Director**

**Business License Division**

2250 Las Vegas Boulevard, North · Suite #110 · North Las Vegas, Nevada 89030

Telephone: (702) 633-1520 Fax: (702) 399-8099 · TDD: (800) 326-6868

[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**NON-PROFIT REGISTRATION**

**GET OUTDOORS NEVADA**

**Registration Number: NPR-005306-2019**

**Issued: 02/17/2019**

This is to acknowledge that GET OUTDOORS NEVADA located at 21 N PECOS RD STE 106 has filed with the City of North Las Vegas Business License Division as a Non-Profit Organization operating within the City of North Las Vegas. Non-profit status was verified by the Division through documentation from the Internal Revenue Service reflecting **501(c) (3)** organizational status.

Registration with the City of North Las Vegas is a one time registration which does not expire. However, registrants are requested to contact the Business License Division regarding name and location changes.

*Adriana Falcon*

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Business License Division Representative

**CERTIFICATE of COVERAGE**  
**Workers' Compensation**  
**Nevada Retail Network Self Insured Group &**  
**Safety National Casualty Corporation - AM Best Rated A++**  
**NAIC #15105**

575 S. Saliman Road  
Carson City, NV 89701-5000  
Phone: (775) 887-2480 Fax: (775) 887-2481

**MEMBER COMPANY**

Outside Las Vegas Foundation dba Get Outdoors Nevada

**Policy No :** NRN20123-2024-01

21 N Pecos Rd Ste 106  
Las Vegas, NV 89101

**Dates of Coverage:**

12:01 AM on 01/01/2024 to 12:01 AM on 01/01/2025

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Nevada Retail Network Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5004 to the Nevada Retail Network Self Insured Group effective Friday, December 15, 1995.

**CERTIFICATE HOLDER:**

City of North Las Vegas

**JOB DESCRIPTIONS:**

All Nevada Jobs  
RE: Agreement to Implement a Park and Trail Assistance Program  
Subject to policy terms, forms, and conditions.

2250 Las Vegas Boulevard North  
North Las Vegas, NV 89030

**LIMITS OF LIABILITY:**

WORKERS COMPENSATION

STATUTORY

**OPERATIONS COVERED :**

NEVADA

**EXCESS WORKERS COMP INSURANCE :**

Safety National Casualty

**EMPLOYER'S LIABILITY LIMIT :**

\$1,000,000/\$1,000,000/\$1,000,000

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Nevada Retail Network Self Insured Group and the Safety National Casualty Corporation will mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Nevada Retail Network Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Nevada Retail Network Self Insured Group or the Safety National Casualty Corporation.

**NOTICE:** Any extension of coverage, or the addition of another "insured", may only be added by written endorsement executed by the Group and cannot be extended by the member under this certificate.

**Dated At**  
**Carson City,**

**Nevada :** January 1, 2024

By:



**Title:** Director - Underwriting  
and Government Relations

**Nevada Retail Network Self Insured Group &  
Safety National Casualty Corporation - AM Best Rated A++  
NAIC #15105**

575 S. Saliman Road  
Carson City, NV 89701-5000  
Phone: (775) 887-2480 Fax: (775) 887-2481

January 1, 2024

**Insured:** Outside Las Vegas Foundation dba Get Outdoors Nevada  
**Member No:** NRN20123  
**Policy No:** NRN20123-2024-01

**CERTIFICATE HOLDER:**

City of North Las Vegas

2250 Las Vegas Boulevard North

North Las Vegas, NV 89030

**Effective:** 12:01 AM on 01/01/2024 to 12:01 AM on 01/01/2025

This policy is changed to provide:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.



Terri Chambers

Director - Underwriting and Government Relations