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EUREKA RECREATION BOARD



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LISA HOEHNE, CLERK RECORDER

APN #

N/A

Recording Requested By:

Name

Eureka Recreation

Address

Board

City/State/Zip

Contract

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between The Eureka, Nevada Recreation Board
And Tall Bike Ed's Unlimited

Agency Name:	Eureka Recreation Board
Address:	P.O. Box 834
City, State, Zip Code:	Eureka, Nevada 89316
Contact:	Rich McKay, Recreation Board Member
Phone:	(775) 293-1788
Fax:	
Email:	EurekaRecreationBoard@gmail.com

Contractor Name:	Tall Bike Ed's Unlimited
Address:	Spring Street #51
City, State, Zip Code:	Eureka, Nevada
Contact:	Dana Fruend
Phone:	(775) 230-2232
Fax:	
Email:	danaleefruend@gmail.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies which derive their support from public money in whole or in part to engage, subject to the approval of the Eureka Recreation Board, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Eureka Recreation Board.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Eureka Recreation Board.
2. **DEFINITIONS.**
 - A. "Board" – means the Eureka Recreation Board, its officers, employees and immune contractors as defined in NRS 41.0307.

- B. "Contracting Agency" – means the Eureka Recreation Board identified above, and is referred to as "Board".
- C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the Board under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to the Eureka Recreation Board's approval.

Effective from:	April 1, 2020	To:	March 31, 2021
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	RECREATION BOARD RFP
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the Board under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

No more than \$5,000.00	per	month
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Total Contract or installments payable at:	Receipt of invoice
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Total Contract Not to Exceed:	Sixty Thousand (\$60,000.00) Dollars
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The Board does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Board is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Board no later than the first Friday in August of the same calendar year.
9. **INSPECTION & AUDIT.**
- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the Board, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all County, State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or

without notice by the County Comptroller, or any of the Board's authorized representatives. All subcontracts shall reflect requirements of this Section.

- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the Board, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Board unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the Board, Contractor shall use its best efforts to minimize cost to the Board and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Board Termination for Non-Appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The Board may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Board's funding from County, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason

denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed;
or

- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the Board materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the Board that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County or Board with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the Board that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Board;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Board;

4) Contractor shall preserve, protect and promptly deliver into Board possession all proprietary information in accordance with *Section 21, Board Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
12. **LIMITED LIABILITY.** The Board will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Board breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Board's right to participate, the Board from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Board shall apply in all cases except for claims arising solely from the Board's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Board. Contractor's duty to defend begins when the Board requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor and warrants that it will perform all work under this contract as an independent contractor, and warrants that Board will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Board incurs any employment liability for the work under this Contract, Contractor will reimburse the Board for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Board, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract. The Board shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Board, if evidence is requested by Board. The Board's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Board to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits required by this Contract. Unless specifically stated herein or otherwise agreed to by the Board, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the Board of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the Board under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the Board shall be in excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Board, Contractor shall provide the Board with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the Board and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, Eureka Recreation Board, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against Eureka Recreation Board, its officers, employees and immune

contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Board. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Board.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the Board, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this Contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in Eureka County, State of Nevada or eligible surplus lines insurers acceptable to the Board and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work if requested by Board, Contractor must provide the following documents to the contracting Board agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Board to evidence the insurance policies and coverages required of Contractor. The certificate must name Eureka Recreation Board, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The Board project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the Board with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the Board to evidence the endorsement of the Board as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the Board prior to the commencement of work by Contractor if requested by Board. Neither approval by the Board nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the Board or others, and shall be in addition to and not in lieu of any other remedy available to the Board under this Contract or otherwise. The Board reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by Board, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the Board.
21. **BOARD OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Board to Contractor and any documents or materials provided by the Board to Contractor in the course of this Contract ("Board Materials") shall be and remain the exclusive property of the Board and all such Board Materials shall be delivered into Board possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Board has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Board for honoring such a designation. The failure to so label any document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
25. **LOBBYING.** The parties agree, if expressly prohibited by federal law, or other law, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Eureka Recreation Board and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the Seventh Judicial District Court Eureka, Nevada, for enforcement of this Contract, and consent to personal jurisdiction in such Court for any action or proceeding arising out of this Contract.
29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be

the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Eureka Recreation Board. This Contract, and any amendments, may be executed in counterparts.

(ATTACHMENT A, ATTACHMENT B, and ATTACHMENT C (see *Section 5, Incorporated Documents*) are attached, followed by the signature page)

ATTACHMENT A: BOARD SOLICITATION

COPY

Request for Proposal: Events Management Outsource Contract

Overview: Eureka County Recreation Board is seeking to contract with an organization or individual for services to produce and manage local events from conception through completion. These events must be designed and executed to support the local business community with the goal to increase occupancy tax and increase tourism. Our ideal contractor will be able to provide outstanding customer service and organize memorable events that meet the intended goals and expectations both creatively and consistently. They must be able to work well within time limits to budget, plan, resource, and oversee the events. They must be able to market events regionally and be able to draw non local attendees.

Excellent people skills are a must as s/he will be working with business owners directly to identify their needs and ensure customer satisfaction. The abilities to multitask and prioritize are essential, as this role involves overseeing events as well as details such as decor, catering, entertainment, transportation, location, invitee list, special guests, equipment, promotional material etc.

Specific Goals:

- Develop, market and execute the following events in the initial contract period
 - Eureka Car Show to be held in Q2 2020
- Support the following events leveraging marketing outreach and coordination expertise to increase attendance and economic return to Eureka's businesses (Hotels, Restaurants, Retail establishments). Note that these events may already have an identified events manager and you will be in a supporting role.
 - Fiddler's Contest (Annual)
 - Paranormal Convention (Annual)
 - Perdiz Shooting Events (Multiple events)
 - Wine Walk/Arts in the Park (Annual)
- Develop, market and execute one net new event in the contract period
- Ability to see the "big picture" and meet objectives in all stages of event planning, design, marketing and production.
- Management of all project elements within time limits and on budget.
- Exceptional communication skills to liaise with clients, identify their needs, and ensure customer satisfaction.
- Ability to write grant applications for tourism generating activities
 - Manage, account, record and close out all rewarded grants
 - Support other non-profits in their grant writing requests
- Able to articulately propose ideas to improve services and event quality.

- Management and organizational skills needed to oversee events and manage all event details such as decor, catering, entertainment, transportation, location, invitee list, special guests, equipment, promotional material, etc.
- Commitment to compliance with all insurance, legal, health, and safety obligations for the event(s).
- People skills needed to staff events and coordinate their activities.
- Enthusiasm regarding collaborative work to promote and publicize events.
- Proactive approach to handling issues and troubleshooting any emerging problems on the event day.
- Follow-through and willingness to conduct pre-and post-event evaluations, reporting on the outcomes.
- Research skills to identify event opportunities, understand the market, and generate interest.
- Procurement experience that can be leveraged to reduce the per event expenditures and realize economies of scale when purchasing for multiple events.

Evaluation Metrics & Criteria

- Focus on increasing attendance on all events listed above – track local and out of town attendance
- Events are run on time and within pre-determined budget
- Feedback is positive from constituents (attendees, public personnel (safety), volunteers, business owners)
- Provide clear, well-written reports to stakeholders including Board of County Commissioners, Recreation Board and the Eureka Business Network within 15 days of each event to all stakeholders (BOCC, Recreation Board, EBN).
- - Event Estimated Attendees (Local and Out of town)
 - Business Impact (Rooms, Meals, Purchases)
 - Budget Detail
- Attend each scheduled Recreation Board meeting prepared to present results of recent and upcoming events.

Contract Value

- This contract will be solely funded by the Eureka County Recreation (REC) Board. In your response to this RFP, please provide an amount for estimated labor costs based on the criteria above focusing on supporting existing events. The target value of this contract is \$60,000 annually.

Contractor Responsibilities

- The successful contractor is to work independently to accomplish the above mentioned goals of the Recreation Board/Board of County Commissioners for each event and is therefore responsible for his/her/their own insurance, taxes.

Submission Criteria:

RFP Submission Criteria - Organization or individual must have the following:

Significant work experience as an events planner or organizer.

Impressive references and portfolio of previously managed events

Superb time management and communication skills, both verbal and written.

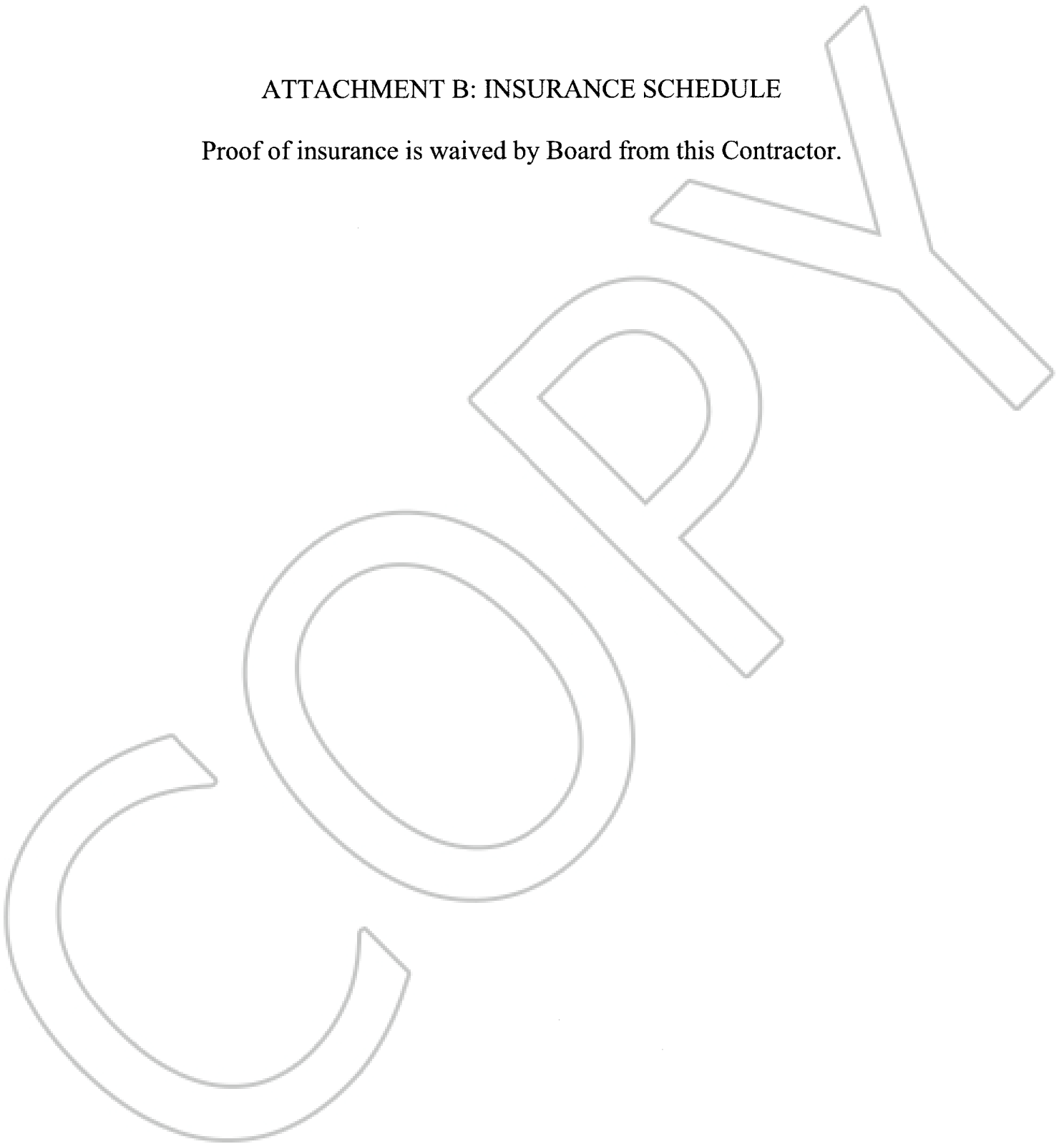
Sales skills and an aptitude for building productive business relationships.

Ability to oversee multiple projects independently.

References from previous clients.

ATTACHMENT B: INSURANCE SCHEDULE

Proof of insurance is waived by Board from this Contractor.



ATTACHMENT C: CONTRACTOR'S RESPONSE

DRAFT

The Eureka Recreation Board agrees to the following:

- To reimburse Dana Lee Fruend, Tourism Director/Event Manager, for needed office supplies, media supplies and travel expenses.
- To pay, if needed and requested, to provide up front monies for motel and travel expenses to pre-requested and approved events, meetings and tours that will benefit Eureka County and its businesses and residents.
- To cover costs for, but not limited to: regular paper, basic office supplies, printer, photo paper, poster paper, ink, the printing of post cards, mailers, posters, flyers, magazines, calendars and other print media as needed and approved.
- To cover printing costs from outside sources if needed.

Tall Bike Ed's Unlimited agrees to the following:

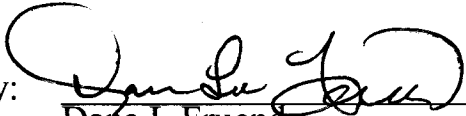
- To always use local businesses first and then outside resources if local businesses are unavailable.
- All materials are to be used for the benefit, knowledge and growth of Eureka County and its tourism efforts.
- All reimbursements will be turned in and paid each month at the same time as the contractor's invoice for payment of service.
- Contractor will also work to seek grants to assist with projects and costs.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CONTRACTOR:

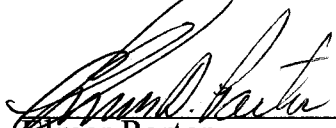
Tall Bike Ed's Unlimited

By: 
Dana L. Fruend

On: 4, 21, 2020
(date)

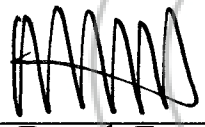
EUREKA RECREATION BOARD:

EUREKA COUNTY, APPROVED BY THE RECREATION BOARD OF EUREKA, NEVADA

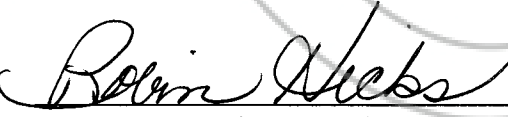
By: 
Elmer Porter,
Eureka Recreation Board Chair

On: 4-21-2020
(date)

Approved as to form by:

By: 
Theodore Beutel, Esq.
Eureka County District Attorney

On: 24 April 2020
(date)

ATTEST: 
Secretary of the Board

On: April 24, 2020
(date)