

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this 16<sup>TH</sup> day of July, 2008 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and the Downtown Las Vegas Soccer Club (the "Club"), a Nevada non-profit corporation (collectively the "Parties").

### RECITALS

WHEREAS, the City of Las Vegas, through the Department of Leisure Services, is committed to providing recreational opportunities for the youth of the City of Las Vegas; and

WHEREAS, the non-profit organization known as the Club is committed to fostering the popularity of recreational and competitive soccer; and

WHEREAS, these complementary objectives have resulted in the decision of the Parties to jointly sponsor and host an annual soccer event in the City called the Mayor's Cup Soccer Tournament (the "Tournament").

WHEREAS, this MOU sets forth the essential responsibilities of the City and the Club for the successful operation of the Tournament; and

WHEREAS, the Parties, as much as is practical, will consult with each other in regard to the exercise of their independent responsibilities, in order that each entity may take advantage of the experience of the other.

NOW, THEREFORE, the Parties mutually agree to the following terms and responsibilities:

**1.0 Scheduled Events.** During the terms of this MOU, the Club agrees to conduct Tournaments to be held on the following mutually satisfactory dates each year: (i) President's Day Weekend in February and (ii) October of each year.

**2.0 Tournament Operations.** The Club will be responsible for following elements of Tournament operations:

- Obtaining all sanctions for the Tournament from the appropriate soccer authorities;
- Establishing the Tournament format and the rules of play;
- Qualifying and disqualifying players and teams;
- Engaging and compensating referees;
- Seeding of teams entered and creating the schedule of play;
- Maintaining scores and declaring winners;
- Providing an adequate staff of field marshals;
- Providing an adequate staff for tournament check-in;
- Lining the playing fields and maintaining lines during the Tournaments;
- Hanging and removing all nets on each day of the Tournament;
- Publishing and distributing an official program.

**3.0 Tournament Fees.** The registration fee for each soccer team registered for the October 2008 Tournament will be Five Hundred Fifty and 00/100 Dollars (\$550.00) and for the February 2009 Tournament will be Seven Hundred and 00/100 Dollars (\$700.00). All registration fees will be collected

and retained by the Club. Registration fees for each soccer team for subsequent Tournaments shall not be increased on a per Tournament basis by an amount greater than the CPI for the previous year. CPI means the consumer price index for all urban consumers, all items, not seasonally adjusted, United States city average (1982-1984 equals 100), published by the United States Department of Labor, Bureau of Labor Statistics, rounded to the nearest Five and 00/100 Dollars (\$5.00). Previous year means the calendar 12-months between Tournaments. If such index ceases to be published, the City and the Club will mutually agree to substitute a comparable index published by the government or a recognized financial or academic institution. If the total percentage increase in Club's expenses exceeds the percentage increase in CPI for the previous year, the Club may request consent from the City to further increase the increase by such percentage difference.

**4.0 Tournament Revenue.** The Club will maintain complete financial records of Tournament revenue and expenses. The City will receive ten percent of the Tournament Fees paid by the soccer teams. The Club will retain all other revenues derived from the Tournament, including, but not limited to, sponsorships and vendors. The ten percent shall be paid to the City within 60 days after the completion of the Tournament.

**5.0 Facility Fees.** The City will provide venues for the Tournament for a fee of Ten and 00/100 Dollars (\$10.00) per hour per field throughout the term of this MOU. Soccer fields at the following facilities will be provided for the scheduled Tournament games: Betty Wilson Soccer Complex, Kellog Zaher Soccer Fields, and Ed Fountain Soccer Fields. City staff will prepare the fields for the Tournament, including appropriate irrigation and grass mowing. Alternate and/or additional fields at other park locations may be substituted by the City at its sole discretion. These fees shall be paid to the City within 60 days after the completion of the Tournament.

**6.0 City Personnel and Equipment.** The City will provide a City staff member, at no cost to the Club, as a Tournament Director to assist with the planning and operations of the Tournament. The City will provide, at no cost to the Club, a "Master of Ceremonies" for the awards ceremony. Full-time employees of the City are prohibited from working the Tournament through employment with the Club during time of work and/or before or after their normal work shift. The City will provide, construct, and remove a stage for the awards ceremony.

**7.0 Club Staff.** Any staff hired by the Club will be its sole responsibility and liability; however, the Club will provide the City with adequate background information for all Club staff.

**8.0 Local Soccer Teams.** The Club will accept local teams based in the Southern Nevada area if they apply on-time and meet the necessary requirements to participate in the Tournament.

**9.0 Sponsorship and Vendors.** The Club and/or its vendors are responsible for obtaining the licenses and permits necessary to conduct the soccer tournament, concession sales, or perform any obligation under this MOU, which includes, without limitation, obtaining a temporary event operator license from the City if one is required by the Business Services Division of the Department of Finance and Business Services. Additionally, all vending on City property is subject to prior City approval and City control and direction insofar as location, equipment, access, and hours of operation. The Club will arrange for an adequate array of food and beverage concessions to ensure a variety of options for attendees.

**10.0 Advertising.** The Club will advertise the Tournament to ensure maximum participation, including creating and maintaining a Tournament website. It is understood by both parties that. "The Mayor's Cup" or any variation of the Tournament name may not be utilized by the Club except in the context of a joint promotion of the Tournament with the City. The Club may not use the City logo or seal,

the Mayor's name or likeness, or any other City related artwork or text on any advertising or publication without prior approval of the City, which shall not be unreasonably withheld. The City will permit posting of City approved advertising for the Tournament at the Bettye Wilson Soccer Complex on available signing.

**11.0 Equipment, Uniforms and Awards.** The Club will provide two game balls, with City-approved artwork, for each field, and one polo shirt, with City-approved artwork, for each Tournament official. The Club will also provide souvenir pins for all players and first and second place awards for the appropriate teams.

**12.0 Responsibility for Clean-Up.** The Club will be responsible for clean-up following the Tournament events at all City facilities.

**13.0 Insurance.** The Club will either individually provide and maintain the following insurance or provide evidence of coverage under the Nevada Youth Soccer Association during the term of this MOU for the protection of the Club and the City:

- General Liability Insurance in the minimum amount of one Million and 00/100 Dollars (\$1,000,000.00) listing the City as an additional insured party thereunder.

In addition, the Club will provide Workers Compensation Insurance System insurance covering employee claims for job related injury, sickness, or disease as required under the laws of the State of Nevada. The Club will provide to the City a copy of the Certificate of Insurance evidencing the coverage required herein.

**14.0 Indemnity.** In addition to the insurance requirements in Section 12.0, and not in lieu thereof, the Club will protect, defend, indemnify, and save the City, its officers and employees (the "Indemnities") harmless from and against any and all claims, liability, damages, demands, losses, expenses, suits, liens, judgments, attorney fees or court costs of whatever nature including, but not limited to, claims for contributions or indemnification for injuries to or death of any person or persons or damage or loss to the City premises or any part thereof, which the Indemnitees, or any of them, may suffer as a result of, by reason or, or in consequence of, the action or omissions of the Club, its employees, agents or anyone employed in performing the provisions of this MOU.

As part of this obligation hereunder, the Club shall, at their own expense, defend the Indemnitees against the claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any act or omission of the Club, their employees or agents, for and against which the Club are obligated to indemnify in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Club fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Club. The provisions of this paragraph shall survive the termination or expiration of this MOU.

**15.0 Independent Contractor.** It is expressly understood that the Club is an independent contractor and that its officers, employees, contractors, and agents are not employees of, or have any contractual relationship with, the City. The Club shall be responsible for the payment of all necessary taxes, workers' compensation insurance and unemployment insurance.

**16.0 Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) faxed to the telephone

number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

City:  
Barbara P. Jackson, DPA  
Department of Leisure Services  
749 Veterans Memorial Drive  
Las Vegas, NV 89101  
Phone: (702) 229-6588  
Fax: (702) 383-6306

Club:  
Roger W Tabor  
Club President  
Downtown Las Vegas Soccer Club  
922 S. Valley View Blvd.  
Las Vegas, NV 89107  
Phone: (702) 796-0135 / Fax: (702) 893-6965

17.0 **Term.** While the City reserves the right to rescind this Memorandum if it becomes inconsistent with the program goals of the City, it is anticipated that this Memorandum will regulate the responsibilities of the City and the Club for the Tournaments to be conducted from October 2008 through October 2013. Renewal of this MOU, for an additional term of three years may be effectuated by mutual exchange of letters plainly expressing such intention prior to the expiration of a current MOU. The City Manager is hereby authorized, in his own discretion, to execute any letters necessary for renewal on behalf of the City and the President of the Club shall authorize for the Club.

18.0 **Modification or Amendments.** No amendment, change, or modification of this MOU shall be valid unless in writing and signed by both parties.

19.0 **BLM Compliance.** The Betty Wilson Sports Complex and Kellogg Zaher Sports Complex in Las Vegas, Nevada were leased and developed by the City pursuant to the Recreation and Public Purposes Act 43 USC Sec. 869. The Event shall be conducted in compliance with all provisions of the Recreation and Public Purpose Act.

20.0 **Termination for Convenience.** The City and the Club shall have the right at any time to terminate further performance of this MOU, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice to the other party, specifying the extent and effective date of the termination. On the effective date of the termination, both parties shall terminate all work and take all reasonable actions to mitigate expenses.

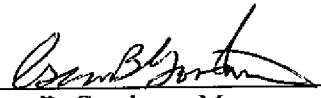
21.0 **Termination for Default.** The City may, by written notice of default to the Club, terminate this MOU in whole or in part if the Club fails to perform the obligations of this MOU. The City's right to terminate this MOU may be exercised if the Club does not cure such failure within thirty (30) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to Paragraph 16 of this MOU.

The City retains the right to terminate for default immediately should the Club fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these obligations, or fail to comply with statutes involving health or safety.

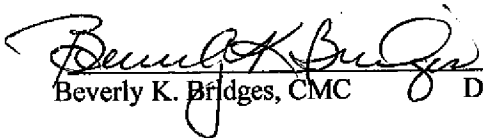
22..0 **Counterparts.** This MOU may be executed in one or more counterparts, any one of which if originally executed, shall be binding upon each of the parties signing thereon and all of which taken together shall constitute one and the same instrument.

Dated and done as of the date set forth in the first paragraph of this MOU.

City of Las Vegas

By:   
Oscar B. Goodman, Mayor

Attest

 7/17/08  
Beverly K. Bridges, CMC Date

Approved as to Form

 7/8/08  
Date

John S. Ridilla  
Deputy City Attorney

Downtown Las Vegas Soccer Club

By:   
Name

Title: SECRETARY