

**AGENDA ITEM REQUEST**

Requests and backup **must** be in the Town Office by **Noon, Wednesday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED

11/12/09

DATE OF DESIRED BOARD MEETING

SPECIAL Town Board mtg - 11/19/09

CIRCLE ONE:

Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

DAD for request to fund Pow Wow  
grant money from the PTCC

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

(Material received by PTCC 11/12 attached.  
Agreement will be amended to reflect terms  
and conditions for 2009 grant.)

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

PAULA Glidden

SPONSORED BY:

PTCC

Print Name

Signature

Paula Glidden

Mailing Address

Telephone Number

775-209-4412

**TOWN OF PAHRUMP  
PAHRUMP TOURISM AND CONVENTION COUNCIL**

**GRANT AGREEMENT**

The purpose of this Grant Agreement (the "Agreement") is to summarize the understanding between the parties regarding the use of room tax fund grant proceeds.

**PARTIES TO THE AGREEMENT**

a. Pahrum Tourism and Convention Council ("PTCC")

b. Town of Pahrum ("Town")

c. (name)

(address)

(phone)

(fax)

(email)

(FEIN)

("Grantee")

PAHRUMP Social Powwow, INC

PO Box 854

PAHRUMP 89041

775-209-3444

PAHRUMPPowwow@Yahoo.com

56-2384632

**EVENT**

(description)

Native American Gathering

(dates)

Nov 20-22, 2009

(times) 8 am - 10 pm  
(at location) PETRACK PARK

**EXHIBITS**

The following Exhibits, hereby incorporated by reference, must be attached to this Agreement and are considered an integral part of this Agreement:

- Exhibit A: Grantee's original "Grant Request"
- Exhibit B: "Receipt and Acknowledgment" of "Grant Request Guidelines"

**AWARD OF GRANT**

- 1.1 The PTCC has recommended the Town approve funds from room tax proceeds to Grantee in the amount of \$ 3000<sup>00</sup> Advertising and 3000<sup>00</sup> Cultural Grant.
- 1.2 Grantee will use the grant award only for the expenditures approved by the PTCC/Town as outlined in the original "Grant Request" and PTCC recommendation to the Town Board.
- 1.3 The PTCC only recommends the use of grant funds to the Town; final approval of the grant funds is at the sole and absolute discretion of the Town Board. As such, this Agreement is not considered binding to any Party until such time as it has been approved by the Town Board.
- 1.4 The Town Board reserves all rights to modify the terms of this Agreement including, but not limited to, the amount of the grant award, the permitted uses of grant fund proceeds, imposition of additional requirements, etc., prior to approving the Agreement. In the event the Town modifies the terms of this Agreement, Grantee has only two (2) courses of action: (a) Accept the modified terms without condition; or (b) Rescind the grant request application.
- 1.5 The grant award is limited to the single Event described in this Agreement.
- 1.6 This grant award does not, in any manner whatsoever, create a precedence regarding the award of grants to Grantee and/or any other grantee and/or any other applicant for a grant. Each grant request is considered unique and the PTCC/Town reserve the right to award (or deny) additional and/or future grant requests as deemed appropriate.
- 1.7 Nothing in this Agreement is intended to be construed as to constitute PTCC/Town and Grantee as partners or joint venturers, or either Party as the employee, agent, or representative of the other Party. Each Party agrees that it shall not hold itself out as an agent, partner, joint venturer, employee or representative of the other Party.

## CONDITIONS OF GRANT USE

2.1 Grantee agrees to comply with all PTCC "Grant Request Guidelines" in effect at the time the grant was awarded. The "Grant Request Guidelines" are in integral part of this Agreement and are hereby incorporated by reference via this section of the Agreement and via Exhibit B to this Agreement.

2.2 Grantee agrees to comply with all Town, county, state and federal laws relating to the Event and Grantee shall be solely responsible for obtaining any required governmental approvals and/or licenses. Grantee shall be solely responsible for paying any local, state and/or federal taxes, fees, costs, and expenses required for or arising from this Agreement.

Without limiting the generality of this condition, Grantee understands and agrees that Grantee is responsible to secure any and all liquor license approvals from Nye County, any and all health certifications/inspections, any and all sales tax permits, any and all rental registrations/agreements and fees required by the Town for use of Town facilities/staff, etc.

2.3 Grantee agrees to prominently display a PTCC banner and/or any other PTCC collateral material at the event. Said banner and/or other PTCC collateral material will be provided at the sole expense of the PTCC; Grantee will not be responsible to produce the banner and/or other PTCC collateral material. Grantee will be responsible for the pick-up and return of said banner and/or other PTCC collateral material as directed by the PTCC. Grantee agrees to reimburse any costs for loss or damage of any PTCC banners/materials with the exception of those materials designed to be consumable.

2.4 Grantee will supply to the PTCC/Town a designated public information person and sufficient event details a minimum of ninety (90) days prior to the event date(s) to allow the PTCC/Town the ability to issue a press release regarding the event.

2.5 Grantee hereby grants to PTCC/Town a nonexclusive license to utilize Grantee's logo, trademark, service mark, event, event information, intellectual property, proprietary information, etc. for the sole purpose of advertising Grantee's event through advertising/marketing channels available to PTCC/Town. Said advertising may include, but is not limited to, the PTCC Internet website (including the event calendar web page), the Town Internet website, the Town marquee, banners, printed flyers, billboards, newspapers, radio, television, etc.

2.6 The PTCC/Town operates on a reimbursement model; no grant award funds will be supplied prior to the start of the project. Grantee must request reimbursement by submitting, in invoice format, actual receipts to the Town office. Grantee must supply the Town Office with a complete and accurate IRS Form W-9 prior to any reimbursement being processed. Grantee understands and agrees that the reimbursement process will take approximately sixty (60) days to complete.

2.7 The grant award is the maximum amount to be supplied to Grantee. In the event that actual receipts are less than the grant award, Grantee will be reimbursed for that lesser amount. In the event that actual receipts are greater than the grant award, Grantee will be reimbursed up to the grant award amount only.

2.8 Pursuant to the "Grant Request Guidelines," each Grantee must submit a "Grant Evaluation" form to the PTCC in conjunction with the request for reimbursement (refer to Section 2.6 above). Failure to complete/submit the "Grant Evaluation" form will result in denial of the reimbursement and will automatically disqualify Grantee from all future grant requests.

## OTHER

3.1 Grantee represents and warrants that Grantee's signatory to this Agreement has full authority to enter into this Agreement and bind Grantee.

3.2 Grantee shall indemnify and hold PTCC/Town shareholders, directors, officers, strategic advisors, employees, agents, representatives, attorneys, and accountants holding equity in, retained by, employed by, commissioned by or otherwise controlled by PTCC/Town (the "PTCC/Town Indemnified Parties") harmless from and against any losses incurred by any of the PTCC/Town Indemnified Parties with respect to, arising from or out of any third party claim that relates to or arises out of any act or omission of Grantee or Grantee's agents, servant or employees that results (i) in an investigation relating to a breach of any legal requirement or of any covenant, representation, warranty or other obligation of Grantee contained in or arising out of the Agreement, (ii) an actual breach of any legal requirement, covenant, representation, warranty, or obligation in this Agreement, (iii) personal injury, or (iv) property damage.

3.3 Grantee will secure and have on file with the Town a certificate of liability insurance, naming PTCC/Town as co-insured, in an amount required by the Town's insurance carrier a minimum of thirty (30) days prior to the start of the event.

3.4 Unless otherwise expressly stated herein, this Agreement may be changed, waived, discharged, or terminated only by an instrument in writing, signed by all Parties.

3.5 The Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, but not limited to, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of Nevada (excluding its conflicts of law provisions) application to agreements made and to be performed entirely within this state. The parties consent to personal jurisdiction, as well as venue for any claim regarding or arising out of this Agreement, in the appropriate county, state or federal court located in Nye County, Nevada.

3.6 If any provision of this Agreement is determined to be unenforceable for any reason, it shall be deemed stricken from the Agreement but shall not otherwise affect the intention of the parties or the remaining provisions of the Agreement.

3.7 The captions in the Agreement are for convenience only and shall not be used in interpreting it. In interpreting this Agreement, any change in gender or number shall be made as appropriate to fit the context.

3.8 This Agreement, together with the Exhibits, constitutes the final written expression of all of the agreements between the parties and is a complete and exclusive statement of all the terms and promises made between the parties. It supercedes all earlier and contemporaneous agreements, representations, and understandings of the parties, whether written or oral, concerning the same subject matter. The parties specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the matters contained in this Agreement unless specifically included or referred to herein. This Agreement may be executed in one (1) or more counterparts. The Parties acknowledge that each of them has reviewed this Agreement and has had an opportunity to have this Agreement reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including amendments or Exhibits.

GRANTEE

PTCC

\_\_\_\_\_  
Name:  
Position:

*Paula Holden*  
\_\_\_\_\_  
PTCC Chairperson

\_\_\_\_\_  
Date

*11-18-09*  
\_\_\_\_\_  
Date

This Agreement was heard and approved by the Pahrump Town Board at its regularly scheduled meeting on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date