



# WASHOE COUNTY

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## STAFF REPORT

COMMISSION MEETING DATE: February 4, 2020

**DATE:** January 9, 2020  
**TO:** Open Space and Regional Parks Commission  
**FROM:** Colleen Wallace Barnum, Park Operations Superintendent  
**THROUGH:** Eric Crump, Operations Division Director  
**SUBJECT:** Presentation, discussion and possible recommendation to the Board of County Commissioners to approve an agreement between Washoe County and Reno Tennis Club for Washoe Tennis Center (For Possible Action)

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### SUMMARY

This item, if approved would recommend to the Board of County Commissioners approval of an Agreement between Washoe County and the Reno Tennis Club, for use of Washoe Tennis Center located at 2335 Moana Lane, adjacent to the Washoe County Golf Course. (see vicinity map)

### BACKGROUND

The agreement authorizes Reno Tennis Club (RTC) use of the Washoe Tennis Center and defines the responsibilities of both parties. The Community Services Department recommends this arrangement as the most logical and efficient way to manage and maintain the facility.

RTC will pay at least \$3,000 per year to be allocated for the maintenance, repair, replacement and other general expenditures for improvements on and for the tennis facility. RTC shall be entitled to utilize the premises for its authorized tennis functions, tournaments, and lessons throughout the term of this Agreement at no charge. RTC shall not be allowed to schedule use for more than three (3) days in a week without prior written approval of County.

During RTC special tennis functions and tournaments scheduled in accordance with Section 2 of this Agreement, a minimum of one tennis court shall remain open to non-RTC members of the general public during Adult League Play (April-June), and three courts will be available during all other league functions, unless County provides advance written approval.

Reno Tennis Club has been a tremendous cooperative partner in maintaining and enhancing this facility for the public to use and enjoy. Thanks to the club's efforts, the facility typically receives \$15,000-\$20,000 in improvements annually, well above the required \$3,000 investment.

**RECOMMENDATION**

Staff recommends the Open Space and Regional Park Commission recommend to the Board of County Commissioners approval of an agreement between Washoe County and Reno Tennis Club for Washoe Tennis Center.

**POSSIBLE MOTION**

Should the Commission agree with staff's recommendation, a possible motion would be:

*“Move to recommend to the Board of County Commissioners approval of an agreement between Washoe County and Reno Tennis Club for Washoe Tennis Center.”*

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, on behalf of its Community Services Department (hereafter referred to as "County") and the RENO TENNIS CLUB, a Nevada non-profit corporation (hereafter referred to as "RTC"). County and RTC shall be hereinafter collectively referred to as the "Parties".

## **RECITALS**

**WHEREAS**, County is the owner of certain real property, buildings, tennis courts, landscaping, facilities, irrigation and other improvements ("Improvements"), more commonly known as the Washoe Tennis Center, located at 2335 Moana Lane, Reno, Nevada, and (hereafter referred to as the "Premises"); and

**WHEREAS**, RTC is willing to assist County in maintaining, repairing and replacing, the Improvements and otherwise improving the Premises; and

**WHEREAS**, RTC has in the past made significant contributions, both financially and through volunteer efforts, in maintaining, repairing and replacing Improvements on and to the Premises; and

**WHEREAS**, RTC will pay at least THREE THOUSAND DOLLARS (\$3,000.00) per year for the maintenance, repair, replacement and other general expenditures for Improvements on and for the Premises; and

**WHEREAS**, County and the general public will derive benefit from RTC's expenditures and maintenance of the Premises; and

**WHEREAS**, County is willing to allow RTC the use of the Premises on a limited priority basis for its tennis club socials, tournaments, and lessons (hereafter referred to as RTC Functions), and United States Tennis Association (USTA) or other league play (hereafter referred to as "League Play").

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants of County and RTC as set forth herein, and for other good and valuable consideration, County and RTC agree as follows:

1. RTC MAINTENANCE OF PREMISES. RTC shall assist in maintaining, repairing and replacing Improvements on and for the Premises and its overall operation to a level acceptable to County. RTC will continue to expend at a minimum \$3,000 to maintain, replace and repair Improvements, including, without limitation, all landscaping on the Premises all tennis nets, poles, fencing, court resurfacing and any other services and improvements necessary to ensure that the Premises are operated and maintained to a level acceptable to the County. RTC will be responsible for mowing the turf area, for cleaning the shower stalls, and for cleaning the restrooms beyond the service provided by County, as follows: County will clean the restrooms, excluding the shower stalls, two times weekly. County will supply all restroom paper supplies, pick up litter and empty all trash containers on each day the Premises is scheduled for service by County.
2. RTC USE OF PREMISES. RTC shall be entitled to utilize the Premises for its authorized RTC Functions and League Play, throughout the term of this Agreement. RTC shall notify County in writing, at least fifteen (15) days prior to any scheduled RTC Function. RTC acknowledges that its use will be subject to County approval and prior reservations made by non-RTC members of the public.

RTC shall not be allowed to schedule use for more than five (5) courts for League Play during the adult season. All other Leagues shall schedule use of three (3) courts. League Play shall be scheduled for no more than three days in any one week beginning Monday and ending the following Sunday. RTC shall submit proposed League Play schedule for approval by County at any time RTC wishes to change the schedule. Once schedule is approved by County it will become part of the agreement as Attachment A. The scheduled days, times and courts for League Play shall be in accordance with this section.

3. PUBLIC USE OF PREMISES. In consideration of the contributions made by RTC, it will be entitled to a priority right to use the Premises for its RTC Functions and League Play; provided, however, that the general public shall not be denied adequate free access to and use of the Premises. During Adult League Play scheduled in accordance with Section 2 of this Agreement, a minimum of one (1) tennis court shall remain open to non-RTC members of the public, unless County provides advance written approval of a contrary use. All other Leagues shall schedule three (3) courts.

4. RTC PROCEEDS ALLOCATED TO PREMISES. The parties hereto acknowledge that RTC will offer paid memberships and sponsor tennis functions and tournaments. RTC agrees that the net profit derived from memberships and said functions and tournaments shall be allocated to be utilized for future maintenance, repair, replacement and improvement of the Premises and Improvements thereon. RTC guarantees that the money allocated for the Premises and Improvements shall not be less than THREE THOUSAND DOLLARS (\$3,000) per year. RTC shall have sole responsibility for administering and allocating all disbursements but must have the County's prior written approval for any improvement to the Premises costing more than \$1,000. The Director of County's Community Services Department or designee may, in his sole

discretion, waive the foregoing requirement for any subsequent year of this Agreement, if the expenditures by RTC in the prior year(s) exceed the minimum requirement to the extent that the average expenditure per annum (including the year(s) subject to waiver) exceeds Three Thousand Dollars (\$3,000.00). RTC shall submit to County on an annual basis, a fiscal report on all allocations utilized for maintenance, repair, replacement and improvement of the Premises.

5. TERM/RENEWAL. The term of this Agreement shall be for a period of three (3) years commencing on the date of its execution by the parties. If the County determines that RTC has faithfully and satisfactorily performed the terms and conditions contained herein and that renewal is in the best interest of County and the public, it shall reserve the option to renew with possible revisions any resultant agreement for a maximum of two, one-year, annual renewals.

6. CONSTRUCTION IMPROVEMENTS. RTC shall be entitled to construct buildings, structures, facilities, additions, fixtures or other improvements on the Premises, provided the plans, designs and specifications and the location shall first have been approved, in writing, by the Director or his designee and reviewed and approved by the appropriate jurisdictional permitting agencies. In the event RTC is granted permission from the Director or his designee and permitting agency to construct buildings, facilities or other improvements on the Premises, RTC shall bear sole responsibility for all costs, fees and expenses associated with design and construction and for obtaining all permits and licenses required for such construction. Contracts for construction shall be reviewed and approved by County and standard insurance requirements shall apply prior to construction. RTC shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by RTC. RTC shall hold County harmless from any expenses and shall remove any liens that may be filed as a result of work performed, materials furnished, obligations incurred or improvements made by or at the

direction of RTC. RTC understands and agrees that all the structures, additions, landscaping, facilities, fixtures, if any, and improvements, made in or upon the Premises shall be County's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to RTC.

7. REFUSE REMOVAL. County shall continue its current practice of removal of refuse, waste or rubbish accumulating on the Premises, and shall provide and maintain a disposal container system on the Premises. RTC shall clean the Premises and remove all refuse, trash, or rubbish to the trash containers after each RTC Function or League Play.

8. COOPERATION. County and RTC agree to develop and maintain a cooperative, working relationship in promoting the use of the Premises by the County, RTC, and the general public.

9. UTILITIES. County shall arrange and pay for the following public utilities; electric, water and waste disposal required for use of the Premises.

10. INDEMNIFICATION AND HOLD HARMLESS. RTC agrees to indemnify, hold harmless and defend County, its officers, agents, and employees from and against any claim, suit, action or cause of action for injury, including death or property damage to any person, including RTC members or their invitees or from any claims for damages or injury suffered by RTC members or their invitees or the general public as a result of intentional or negligent acts of RTC, its members or invitees, or the condition of those parts of the Premises which have been installed, constructed, altered or maintained by RTC or its members or invitees acting as a representative of or on behalf of RTC.

11. INSURANCE. RTC shall, at its sole cost and expense, secure and maintain in full force and effect during the term of this Agreement, a policy or policies of comprehensive general

liability insurance issued by an insurance carrier or carriers licensed to do business in the State of Nevada and approved by County's Risk Manager. Such policy shall insure against loss, damage, or liability for injury to or death of persons or their property occurring from any cause whatsoever in, upon, or about the Premises. Such liability insurance shall be in the sum of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury or death in each occurrence. Each policy required to be maintained by RTC shall contain the following endorsements:

- a) This insurance policy will not be cancelled without thirty (30) days written notice to County.
- b) That County is not liable for the payment of any premiums or assessments on this policy.
- c) County will be named as additional insured.
- d) RTC shall provide County with a certificate of insurance evidencing coverage and an original endorsement effecting coverage as required above.
- e) RTC's insurance shall be primary as respects COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess of RTC's insurance and shall not contribute with in any way.

12. TAXES. County agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the Federal, State, County, City governments, or any tax or assessment levying body upon any interest in this Agreement except any sales or use taxes generated by RTC's operations. RTC shall have no ownership or possessor right to any of the Premises covered hereby or improvements to be made except for the limited priority use rights herein described and shall not be subject to any possessor tax. Although none are contemplated, should any



additional taxes be added because of RTC use of Premises which RTC fails to payor satisfy, County may cancel the Agreement upon notice as stated in Paragraph 15 of this Agreement.

13. ASSIGNMENTS AND SUBLEASES. RTC shall neither assign, sublease, nor otherwise convey any interest of any sort granted by this Agreement to any person or persons, entity or entities, whatsoever without written consent and approval of the conveying document by County. It is acknowledged that this requirement does not create an obligation on County to approve any such assignment, sublease or other conveyance.

14. TERMINATION. In the event either RTC or County breaches or otherwise defaults in the performance of any of the terms, covenants, or conditions of this Agreement, the non-breaching party shall be entitled to terminate this Agreement upon written notice to the party in breach or default describing both the nature of the alleged breach or default and date of termination. If the default is one capable of being cured, the defaulting party shall have thirty (30) days from receipt of the notice of termination in which to cure the stated default provided, however, that an excessive number of breaches may constitute grounds for termination, whether cured or not.

It is acknowledged that the Premises is a public Premises and that, if RTC's use of the Premises unreasonably interferes with the public's right to use of the Premises, then this Agreement may be terminated.

With or without cause, County may terminate this Agreement and all rights granted hereby by giving ninety (90) days' written notice, unless there is an immediate danger to health and/ or safety, in which case termination may be immediate.

15. TENNIS PROFESSIONAL. RTC may hire a Tennis Professional to give its members lessons. Such Professional will contract with and be supervised by RTC. County shall be

notified of name, address and phone number of Tennis Professional and of dates of clinics and customary days and time for lessons.

16. ENTIRE AGREEMENT. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the date of this Agreement. This Agreement may be modified in writing signed by both parties.

17. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any action brought pursuant to this Agreement shall be brought in Washoe County.

18. NOTICES. All notices to be given with respect to this Agreement must be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such address as either party may, from time to time, designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained shall be construed to preclude personal service of any notice in the manner prescribed for personal service of summons or other legal process.

Address for RENO TENNIS CLUB:

Reno Tennis Club  
3495 Lakeside Drive, #56  
Reno, NV 89509

Address for COUNTY:

Washoe County Community Services Department  
Attn: Director  
1001 E. 9<sup>th</sup> Street  
Reno, NV 89512

20. FULL PERFORMANCE. This Agreement and the terms and conditions hereof shall apply to and are binding upon the successors, and assigns of County and RTC.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

WASHOE COUNTY  
Community Services Department

\_\_\_\_\_  
Dave Solaro, Director

STATE OF NEVADA )  
  : ss  
COUNTY OF WASHOE)

On the \_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_ personally appeared before me, a Notary Public, and acknowledged to me that s/he executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public  
RENO TENNIS CLUB, a Nevada non-profit corporation

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

STATE OF NEVADA )  
  : ss  
COUNTY OF WASHOE)

On the \_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_ personally appeared before me, a Notary Public, and acknowledged to me that s/he executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public

**Attachment A**  
**Reno Tennis Club Agreement**  
**2020**  
**Attachment A**

For the period of January 28, 2020 through December 31, 2020, Reno Tennis Club shall schedule League play in accordance with the agreement and shall be as follows:

\*Thursday, 5 p.m. - 8 p.m.

\*Saturday, 1 p.m. - 7 p.m. (12 noon for June through August)

\*Sunday, 1 p.m. - 7 p.m. (12 noon for June through August)

During Adult Season (April, May, June) 5 courts may be used (Courts 1, 2, 3, 4, 5) leaving one court open.

During all other League play 3 courts may be used (Courts 1, 3, 4) leaving two courts open.