

Proud to Host the Best 2019-2022 Agreement

THIS Agreement is hereby entered into effective the 1st day of May, 2018, between the **Natrona County School District** (District), 970 N. Glenn Road Casper, WY; the **City of Casper**, d.b.a. Casper Events Center (CEC), One (1) Events Drive Casper, WY; the **Casper Area Convention and Visitors Bureau** (CVB), 139 West 2nd Street, Suite 1B, Casper, WY; **Casper College** (College), 125 College Drive Casper, WY; and, **Proud to Host the Best** (PHB), 139 W. 2nd Street, Suite 1B, Casper, WY, for the obligations and commitments necessary to host the Wyoming State High School culminating events. Throughout this document, the above referenced entities may be individually referred to as a "Party," or collectively referred to as the "Parties."

WHEREAS, the District, CEC, CVB, College, and PHB bid the Wyoming High School Activities Association (WHSAA) Culminating Events for the years 2019-2022; and,

WHEREAS, the representatives from the following participants shall be known as "the Committee" including Natrona County School District, Casper College, City of Casper, Casper Area Convention and Visitors Bureau and the "Proud to Host the Best Committee,

NOW THEREFORE, the Parties agree to the following for each of the years 2019-2022 (ending after the completion of spring, 2022 tournament season, June 15, 2022:

1. CEC Obligations:

a. The CEC shall provide the following at no charge for the events held at the CEC:

- The CEC arena including all fixed seating,
- arena level dressing rooms,
- the meeting rooms on the second floor set with necessary tables and chairs,
- volleyball courts with standards and nets,
- basketball courts, standards and baskets,
- PA system,
- tables and chairs for officials,
- crowd control equipment owned by CEC, and
- CEC salaried staff.

- b. The CEC shall provide the following hourly staff and shall be reimbursed by PHB at the hourly rate in effect at the time of the tournament:
- Box Office Staffing and Box Office Fees at the Volleyball, Wrestling, Cheer, Marching Band and both Basketball tournaments, including box office staff and box office fees at Casper College or other alternate locations.
 - Event staffing at the Volleyball, Wrestling, Track, Cheer, Marching Band and both Basketball tournaments, including event staffing at Casper College or other alternate locations for the State Basketball tournaments. Event staffing includes ushers, ticket takers, and security.
 - Operation staff for building conversions and daily maintenance. This will include basketball and volleyball courts and standard set up.
- c. The CEC, in conjunction with PHB, shall provide a budget projection for each of the events covered within this agreement prior to the occurrences of the events.
- d. The CEC shall provide food, beverages and service for the Hospitality Room for all meals not provided by PHB. All meals provided by the CEC shall be reimbursed by PHB at a per meal rate established by menus provided to PHB prior to the State Volleyball Tournament.
- e. ~~PHB shall reimburse CEC a flat rate Utility fee per event day for all tournaments held at CEC. The Flat rate utility fee will be One Thousand Dollars (\$1,000.00)-~~ *BJM*
- f. CEC shall send all invoices for reimbursable costs directly to PHB.

2. District Obligation: NCSD #1 State Tournament Obligations:

- a. The Natrona County School District will provide at no charge:
- The following salaried staff, tournament director, secretary, athletic directors, athletic/activities facilitators, athletic trainers, transportation director and assistant directors, maintenance & grounds supervisors
 - Maintaining, recruiting and training of the volunteer work base
 - Scheduling workers to fill all necessary positions for tournament operations
 - Providing volunteer identification credentials, parking passes, tournament passes and necessary supplies or equipment to complete the volunteer work
 - Shuttle buses for state tournament events held at NCSD facilities
 - Box trucks for transporting equipment and supplies to CEC, CC and NCSD facilities for state events

- Provide management of bus loading and unloading procedures and supervision as well as bus routes and parking support during state events held at NCS D facilities
- NCS D outdoor track and field facilities and equipment, portable restrooms and athletic trainer facilities and/or equipment
- Hospitality room, tables & chairs for serving food, beverages and snacks to coaches, bus drivers and volunteers for the state events held at NCS D facilities
- Gymnasiums and equipment associated to the event, locker rooms, dressing rooms, tables, chairs, fixed seating, athletic trainer facilities, hospitality room, staff rooms for state events held at NCS D facilities
- Provide substitutes for District employees necessary to run the state volleyball, basketball-1A-2A and 3A-4A, wrestling and track events held in Casper
- Provide 10-wrestling mats, 10-portable wrestling scoreboards & associated supplies including set up and tear down
- Provide volleyball portable scoreboards and associated supplies including set up and tear down
- Two Way Radios, Copy machines, Computers, Printers & supplies
- Award stands
- Stop watches & Lynks timing equipment
- Towels for officials and volunteers
- Use of additional NCS D facilities or equipment for State events shall be charged at the current district facility use rates. The normal process for reserving the facilities will apply including providing proof of liability insurance that meets or exceeds the District's coverage limitations.

b. NCS D shall provide the following hourly staff and be reimbursed by PHB at an hourly rate in effect at the time of the tournament:

- Maintenance & grounds staff assisting in setting up, tearing down and working during state events held at NCS D facilities
- Maintenance & grounds staff transporting the necessary equipment to state tournament event locations for state spirit, volleyball, basketball, wrestling & track
- Custodian assistance for set up, tear down and clean up before, during and after state tournament events held at NCS D facilities

- District transportation department shuttle bus drivers to transport spectators participants, coaches and bus drivers during state tournament events held at NCSD facilities
- District transportation staff assisting with the loading, unloading and parking of school busses during state tournament events held at NCSD facilities

3. CVB Obligations:

The CVB will continue to sponsor the tournaments through the PHB Committee with one large cash donation, i.e. in 2019-2022 the CVB will make a \$30,000 sponsorship donation no later than the first day of the State Wrestling tournament of each year. These specific amounts may, at the discretion of the Natrona County Travel & Tourism Council, increase from year to year, but shall not be less than \$30,000 annually as set forth immediately above.

- Handle the invoicing and keep track of the payments made to the PHB Committee,
- Make all payments for the PHB Committee on "Proud to Host the Best Committee" checks,
- Handle the mailings for the PHB Committee,
- Keep an accurate accounting of the PHB funds and financial history,
- Send thank you letters to sponsors,
- Send reminder letters to sponsors who are late in fulfilling their pledges,
- Re-initiate sponsor contracts and manage those contracts,
- Act as the "organizer" of the Committee, maintain and update the Committee contact list, and handle the majority of communication on behalf of the Committee,
- Ensure that all sponsors receive the correct benefits in accordance with their sponsorship level,
- Provide a place for the Committee to meet,
- Provide the various sub-committees with information in relation to sponsorship, in-kind and donation amounts,
- Provide tournament information page(s) on the visitcasper.com website
- Provide the local business community with welcome posters for all tournaments, and
- Conduct additional promotion of the tournaments outside the scope of the PHB Committee.

4. PHB Obligations:

- Contact and assist in recruiting volunteers to assist the other sponsors,
- Through the various committees, secure donations and sponsorships from area businesses to fund the costs of the tournaments that are between \$150,000 and \$175,000 annually,
- PHB shall continue to prepare and circulate budgets to the Committee at each monthly meeting,
- Schedule and meet with the Wyoming High School Activities Association (WHSAA) and the facility sponsors prior to and following each tournament to determine specific needs and changes to the operations of the tournaments,
- Meet along with representative of the major sponsors with the WHSAA Commissioner and the Board of Directors no less than twice annually to discuss mutual issues related to the tournament operations,
- Secure the donations of meal sponsorships to minimize the out of pocket costs of meals for hospitality rooms at the various tournaments. Securing an estimated total of 50-100+ meals, and coordinate those meals with CEC and Casper College,
- Conduct monthly meetings with Committee chairs and sponsor representative on the status of activities,
- Act as a liaison between all major sponsors and the WHSAA on matters and possible disputes related to the Tournament contract,
- The PHB, in conjunction with the CEC, shall provide a budget projection for each of the events covered within this agreement prior to the occurrences of the events, and
- Pay for State Track ticket takers and ticket sellers (who shall be recruited by NCSD) for State Track at the current hourly rate.

5. College Obligation:

- Casper College will donate the use of the T-bird Gym, ^{based on availability,} and all related costs to such facility, including all maintenance, janitorial and utilities. The College will also continue to sponsor the tournaments through the PHB Committee with a cash donation of \$10,000, to be approved by the trustees annually.
- The College will in no way be responsible for any monetary shortfall related to this agreement.

6. Miscellaneous:

- a. Amendment. This agreement may only be altered by written amendment signed by all Parties hereto. No other agreement, written or verbal, shall have any force and effect on the Parties hereto for the subject matter hereof.
- b. No Waiver of Governmental Rights. The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. No Indemnification. No Party shall be responsible for indemnification of any other Party. Each Party shall bear its own legal expenses, fees, or abilities should any arise from this agreement or any events referenced herein.
- d. Negligence clause. No party shall be liable for the negligence of another party including any negligence each party's staff.
- e. No Withdrawal Without Consent. No Party may withdraw from its obligations under this agreement prior to the expiration date of the contract without the written approval of all the other Parties hereto. The expiration date of this Agreement is after the completion of Spring 2022 tournament season June 15, 2022.
- f. Interpretation. This Agreement, consisting of these standard terms and conditions and the terms/instructions typed on the face of this Agreement together with the Exhibits attached hereto, if any, shall constitute the entire Agreement between the Parties, and no other proposals, representations, promises, conversations, bids, memoranda, or other matter shall vary, alter or interpret the terms hereof unless otherwise specified above. Failure of any Party to exercise any option, right or privilege under this Agreement or to demand compliance as to any obligation or covenant of the other Party or Parties shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly evidenced by a properly executed document. Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this Agreement or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of this Agreement which shall incorporate by reference the Terms and Conditions herein; and Second, the attachment(s), if any, attached hereto.

g. Saving Clause. The Parties agree that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the Federal or State Government where this contract is made, or any governmental entity having jurisdiction over any of the Parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term,

Wyoming shall have jurisdiction over any and all actions arising out of this Agreement and over the Parties, any filings shall be, and the venue shall be, in the Seventh Judicial District, Natrona County, Wyoming. In the event that litigation arises concerning the specific and/ or general terms and conditions of this Agreement.

h. Availability of Government Funds. Each payment obligation of each governmental Party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services to be performed by any governmental Party, this Agreement may be terminated by the Parties without penalty, and no Party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section.

i. No Third-Party Beneficiaries. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to it and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

j. Effective Date/Execution in Parts. Parties agree that the Agreement may be executed at dates and times convenient to the Parties, and that the Agreement shall be effective upon the date of the last endorsement necessary to secure a binding Agreement, or the "Effective Date" noted on Page 1, whichever is later.

GLOBAL SPECTRUM LP
d.b.a Casper Events Center

NATRONA COUNTY SCHOOL
DISTRICT #1

Brad J. Murphy
General Manager

Steve Hopkins
Superintendent

CASPER COLLEGE

PROUD TO HOST THE BEST

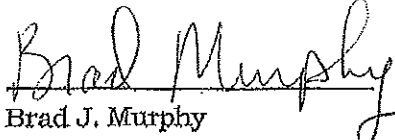
Dr. Darren Divine
President

Karin East
Chair

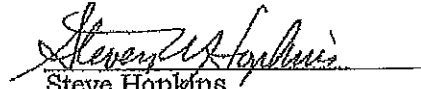
**CASPER AREA CONVENTION &
VISITORS BUREAU**

Renee Penton-Jones
Chair


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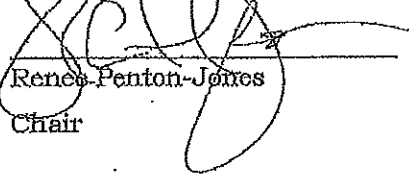
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CHECKED SEP 23 2018

