

## **BIGGEST LITTLE TRAIL STEWARDSHIP (BLTS) AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 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 BIGGEST LITTLE TRAIL STEWARDSHIP a Nevada non-profit corporation (hereafter referred to as "BLTS"). County and BLTS shall be hereinafter collectively referred to as the "Parties".

### **RECITALS**

**WHEREAS**, County is the owner of certain real property and other improvements more commonly known as Washoe County Parks and Open Space located in Reno, Sparks and unincorporated Washoe County, Nevada, (hereafter referred to as the "Premises");

**WHEREAS**, BLTS is willing to assist County in building, maintaining and repairing trails and otherwise improving the Premises; and

**WHEREAS**, BLTS has in the past made contributions through volunteer efforts, in building, maintaining and repairing trails on and to the Premises; and

**WHEREAS**, County and the general public will derive benefit from BLTS trail building, maintenance and repair of the Premises; and

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

1. BLTS PRESRESPONSIBILITIES FOR NEW TRAIL CONSTRUCTION. Trail management objectives will be agreed upon by County and BLTS. All work performed by BLTS will comply with trail management objectives for the trail receiving work. BLTS must:

- a. Submit a design plan that follows sustainable trail building techniques.
- b. Walk proposed “flagged” trail with authorized County representative.
- c. Provide GIS data including shape files with proposed technical features included.
- d. Follow approved agreed upon trail construction standards and guidelines.
- e. Submit proposal at least 60-days prior to construction.
- f. In cooperation with County, provide public notice/presentations when required such as Citizen Advisory Boards, Neighborhood Advisory Boards, Open Space and Regional Park Commission, and Board of County Commission meetings.
- g. Upon completion of work, BLTS shall request a final inspection by County authorized representative for approval and acceptance.

2. BLTS RESPONSIBILITIES FOR ALL TRAIL WORK. BLTS shall:

- a. Provide verbal or written requests for approval to the appropriate County authorized representative prior to the start of any work activities.
- b. Inform trail users with appropriate signage of closures.
- b. Perform work that conforms to agreed upon trail construction standards/guidelines and approved plans.
- c. Crew leader will have all volunteers sign-in and out on the County volunteer group sign-in sheet (Exhibit B) and provide copies to the County. Crew leader is responsible for checking all volunteers in and out of each project.
- d. Project report and volunteer waivers will be provided to County by the end of each month when work is performed.

- e. Personal protective equipment (PPE) appropriate for the work will be required and/or provided for each volunteer.
- f. Crew leader will conduct and document a safety briefing prior to work and include as part of the project report, to include a fire plan and follow protocol on red flag days in addition to medical, communication, and evacuation plans for projects to include helicopter landing zones and vehicle access points.
- g. Crew leader will be designated as the initial point of contact for volunteer incidents or accidents and notify County of any incident within 24 hours.
- h. Ensure that volunteers are working in groups of at least two individuals. In groups of three or more a BLTS crew leader with approved training will be on-site.
- i. Ensure crew leaders will receive training and follow accident reporting procedures as outlined by County in Exhibit C.
- j. Ensure work projects include at least one individual with current first aid/CPR certification and carry a first aid kit.

3. COUNTY RESPONSIBILITIES. County shall:

- a. Review and, if appropriate, approve of BLTS proposed projects.
- b. Upon request, provide hand tools and PPE needed to complete the project.
- c. Provide dumpsters for trash removal.
- d. Provide authorized access to work site.

4. TERM/RENEWAL. The term of this Agreement shall be five (5) years. If the County determines that BLTS 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 one five-year renewal that shall automatically begin at the expiration of the term immediately preceding.

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

6. LIMITED LIABILITY. County does 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.

7. 7. INSURANCE AND INDEMNIFICATION. Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-3, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

8. TERMINATION. In the event either BLTS 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 BLTS'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 thirty (30) days written notice, unless there is an immediate danger to health and/ or safety, in which case termination may be immediate.

10. 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.

11. 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.

12. 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 BIGGEST LITTLE TRAIL STEWARDSHIP

BLTS  
3800 S. McCarran Blvd.  
Reno, NV 89509

Address for COUNTY:

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

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

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 \_\_\_\_\_, 2022, \_\_\_\_\_ 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

BIGGEST LITTLE TRAIL STEWARDSHIP, a  
Nevada non-profit corporation

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

STATE OF NEVADA)

: ss

COUNTY OF WASHOE)

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