

**RENO-SPARKS CONVENTION AND VISITORS AUTHORITY
NOTICE OF PUBLIC MEETING
REGULAR MEETING OF THE BOARD OF DIRECTORS
Thursday, January 23, 2020 at 9:00 A.M.
Reno-Sparks Convention and Visitors Authority
4001 S. Virginia Street, Board Room
Reno, Nevada**

**BOARD OF DIRECTORS:
Commissioner Bob Lucey, Chairman**

Mr. Nat Carasali
Ms. Shannon Keel
Mr. Don Kornstein
Councilman Ed Lawson

Mayor Hillary Schieve
Ms. Ann Silver
Mr. Mark Sterbens
Mr. Bill Wood

THIS MEETING IS IN COMPLIANCE WITH THE NEVADA OPEN MEETING LAW AND HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Reno-Sparks Convention & Visitors Authority (RSCVA)
Reno City Hall
Sparks City Hall
National Bowling Stadium
RSCVA Website: www.rscva.com/public-meetings

Reno-Sparks Convention Center
Washoe County Administration Bldg.
Washoe County Courthouse
Online at <http://notice.nv.gov/>

Items on the agenda are for possible action by the Board of Directors unless stated otherwise. Items will not necessarily be considered in the order listed. The Board may combine two or more agenda items for consideration, may remove an item from the agenda or may delay discussion relating to an item on the agenda at any time. Support materials are made available when they are provided to the Board, or if provided during the meeting, support materials will be made available at the meeting at the same time as they are made available to the Board. Support materials are also available at the RSCVA Administrative Offices and at the scheduled meeting. The designated contact to obtain support materials is Corie Carlsen, 4001 South Virginia Street, Suite G, Reno, NV (775) 827-7618.

AGENDA

A. OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Roll Call

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period, or on "action" items immediately before board discussion of such "action" items. Members of the public desiring to speak must complete a "Request to Speak" form and return it to the RSCVA board clerk at the meeting. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Public comments may not be accepted after the Chairman closes any period for public comment.

C. APPROVAL OF THE AGENDA OF JANUARY 23, 2019 BOARD OF DIRECTORS' REGULAR MEETING

For possible action.

D. APPROVAL OF MINUTES OF DECEMBER 5, 2019 BOARD OF DIRECTORS' REGULAR MEETING

For possible action.

E. PRESENTATIONS

E1. RSCVA Staff Update

Phil DeLone, President/CEO, and RSCVA staff will deliver updates on Executive Office, Marketing, Sales, and Finance, including the Corporate Scorecard.

This is an information item. Not an action item.

E2. RSCVA Board Appointment of Incline Village Crystal Bay Visitors Bureau (IVCBVB) Board of Director's seat pursuant to NRS 244A.601(1)(d)(3)

The elected public official members of the Board of Directors will consider the appointment of a representative to the RSCVA Board nominated by the Incline Village Crystal Bay Visitors Bureau (IVCBVB) for the seat to be vacated by Bill Wood. The IVCBVB has nominated Andy Chapman and Michael Murphy for consideration. This appointment will become effective at the end of January 2020.

For possible action.

E3. Appointment of Member to Sparks Tourism Facility and Revitalization Steering Committee on the Nevada Resort Association

The Board of Directors is being asked to make an appointment to the Sparks Tourism Facility and Revitalization Steering Committee to fill a vacant seat. The seat is to be appointed by the RSCVA Board of Directors and must be an RSCVA Board member representing a property which is a member of the Nevada Resort Association and located outside the City of Sparks. The Board will consider Board members Shannon Keel, Nat Carasali and Don Kornstein for such appointment and may take action regarding the same.

For possible Action.

E4. Reno-Tahoe Airport Authority Update

Marilyn Mora, A.A.E., President/CEO, Reno Tahoe Airport Authority, will give an update on the state of the airport.

This is an information item. Not an action item.

F. FINANCE DIVISION

F1. Authorization to pursue a lease of the East Kitchen of the Reno-Sparks Convention Center

Staff is seeking authorization from the Board to pursue a lease of the unused East Kitchen (5,265 square feet) at the Reno-Sparks Convention Center for use by a third-party as a commercial kitchen. Subsequent Board approval will be required prior to the execution of any lease agreement.

For possible action.

F2. Review, discussion and possible approval to award a bid for RFP 2020-03 (PWP WA 2020-112) to Nelson Electric Co Inc for the Reno-Sparks Convention Center Electrical Service Upgrade in an amount not to exceed One Hundred Eighty-Six Thousand Eight Hundred Ninety Dollars (\$186,890)

Staff issued and advertised Bid 2020-03 for the removal of two 2500 amp “Pringle Switches” and install new retrofit breakers at the Reno-Sparks Convention Center (RSCC). Staff recommends the Board of Directors approve the bid for the RSCC Electrical Service Upgrade to Nelson Electric Co Inc, for an amount of \$169,900 with 10% contingency of \$16,990 for a total not to exceed \$186,890.

For possible action.

F3. Discussion and possible approval to issue a contract with Custom Sign and Crane, LLC to retrofit the existing message marque sign at the Reno-Sparks Convention Center for an amount not to exceed Ninety-Four Thousand Six Hundred Forty-Seven Dollars (\$94,647)

Staff performed an informal bid for the retrofit of the message sign at the Reno-Sparks Convention Center (RSCC). The Authority received three quotes and all were given full consideration. Staff recommends purchasing the retrofit sign from Custom Sign and Crane, LLC, for an amount of \$90,140 with 5% contingency of \$4,507 for a total not to exceed \$94,647.

For possible action.

G. MARKETING DIVISION

G1. Special Event Funding

The Board is being asked to review and approve the RSCVA’s proposed funding allocation recommendations for 2020 special events funding and approve the distribution of funds in the total amount of \$507,500.

For possible action.

H. HUMAN RESOURCES DIVISION

H1. Revised Human Resources Policies

Review, discuss and possible action on revised RSCVA HR policies. Staff recommends revisions to the RSCVA Drug Free Workplace policy to ensure RSCVA’s policies and practices are in line with new Nevada law regarding drug testing as well as revisions to the RSCVA policy on Paid Time Off to be consistent with new Nevada law. Staff also recommends minor revisions to the Hiring and Selection policy, Background Check policy, Hours of Work policy, Reporting Work Related Injuries policy, and Overtime policy to be consistent with internal processes.

For possible action.

I. BOARD MEMBER COMMENTS REGARDING ITEMS FOR FUTURE MEETINGS

This is an information item. Not an action item.

J. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period, or on “action” items immediately before board discussion of such “action” items. Members of the public desiring to speak must complete a “Request to Speak” form and return it to the RSCVA board clerk at the meeting. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Public comments may not be accepted after the Chairman closes any period for public comment.

K. ADJOURNMENT

For possible action.

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board of Directors' minutes must be flat, unfolded, on paper of standard quality, and 8 ½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The RSCVA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board of Directors may permit the filing of noncomplying written remarks, documents, and related exhibits under NRS 241.035(1)(e). Board of Directors' meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact Corie Carlsen at 775-827-7618.

For information or questions regarding this agenda, please contact:
The RSCVA Executive Office
P.O. Box 837, Reno, NV 89504
775-827-7618



P.O. Box 837
Reno, NV 89504 USA
t: 775.827.7600
VisitRenoTahoe.com

**Reno-Sparks Convention & Visitors Authority
Board of Directors Meeting Minutes
December 5, 2019**

The Regular Meeting of the Board of Directors of the Reno-Sparks Convention & Visitors Authority met at 9:00 a.m., December 5, 2019, at the Reno-Sparks Convention and Visitors Authority, 4001 S. Virginia Street, Reno, NV. The meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

A. OPENING CEREMONIES

Call to Order

Chairman Bob Lucey called the meeting to order at 9:01 a.m.

Pledge of Allegiance led by Jennifer Abdinoor, Regional Director of Convention Sales

Board Members Present:

Nat Carasali
Shannon Keel
Don Kornstein
Councilman Ed Lawson
Commissioner Bob Lucey
Mayor Hillary Schieve
Ann Silver
Bill Wood

Board Members Absent:

Mark Sterbens

RSCVA Executive Staff Present:

Phil DeLone, President/Chief Executive Officer
Jennifer Cunningham, Executive Vice President
Michael Larragueta, Vice President of Sales
Robert Chisel, Director of Finance
Art Jimenez, Executive Director of Tourism Sales
Esther Isaac, Director of Marketing
Sheri Nill, Director of Human Resources
Ben Kennedy, Legal Counsel
Molly Rezac, Legal Counsel

RSCVA Executive Staff Absent:

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

Tony Logoteta, COO of the Reno Air Racing Association, presented a short video highlighting the 2019 National Championship Air Races. He thanked the board and the RSCVA for its partnership and asked the board for their continued support.

C. APPROVAL OF THE AGENDA

MOTION: Member Ann Silver made a motion to approve the December 5, 2019 Agenda. Seconded by member Bill Wood. **Motion carried unanimously.**

D. APPROVAL OF MINUTES OF OCTOBER 24, 2019 REGULAR BOARD MEETING

MOTION: Member Ed Lawson made a motion to approve the Minutes of October 24, 2019, Regular Meeting. Seconded by member Shannon Keel. **Motion carried unanimously.**

E. PRESENTATIONS

E1. Introduction of the RSCVA Regional Convention Sales Directors

Michael Larragueta, Vice President of Sales, introduced the RSCVA Regional Convention Sales Directors.

This is an information item. Not an action item.

E2. Presentation Regarding Reno Express Professional Indoor Football

Troy Hansen, General Manager, and Brandon Berner, Assistant General Manager, provided the Board of Directors with an update on the Reno Express professional indoor football team. The Reno Express is going into its second season and continues to expand. Mr. Hansen stated that it is their intention today to meet the board and get their name out into the community.

This is an information item. Not an action item.

E3. RSCVA Board Appointment of Nevada Resort Association Board of Directors seat pursuant to NRS 244A.601(1)(d)(4)

The elected public official members of the Board of Directors voted to reappointment of Mr. Mark Sterbens as representative to the RSCVA Board. Mr. Sterbens was nominated by the Nevada Resort Association in 2017 to a two-year term. A reappointment would become effective January 1, 2020, for a second two-year term.

MOTION: Mayor Schieve made a motion to reappoint Mark Sterbens to the RSCVA Board of Directors. Seconded by member Ed Lawson. **Motion carried unanimously.**

E4. RSCVA Staff Update

Phil DeLone, President/CEO, stated that the RSCVA is six months through the fiscal year, ending next June 30. He stated that convention sales are ahead of pace in future bookings. Mr. DeLone added that the goal through the end of November is 100,636 room nights, with the actual convention sales production above that, at 110,216, 9.5% ahead of pace. He informed the board that the Department of Education's Federal Student Aid conference is in town this week, using five of our gaming resorts for housing and the Convention Center for its meetings and large General Session. Mr. DeLone announced that RTAA is reporting year-over-year air service counts have improved, saying that passenger counts are up 5.6% to 3,750,754 - from the same ten-month period in 2018. He added that scheduled seat counts are up 10.2% to 4,793,620 (that's roundtrip, not one-way.), and the number of scheduled flights is up 9.2% for this same ten-month period. Mr. DeLone gave the board a brief update on the RSCVA Facilities. He stated that demolition and tear-down of the old Reno Armory at the Livestock Events Center began this week and will take approximately one month. He added that the Livestock Event Center outdoor dirt storage now has 1,200 cubic yards of custom formulated footings for our various performance horse shows. He also informed the board that the bowling stadium remodel is nearly complete, with the grand re-opening celebration taking place on January 15th. Lastly, Mr. DeLone discussed his recent trip to Georgia for the International Association of Emergency Managers' Annual Convention. He said that he and Jennifer Abdinoor, Regional Director of Convention Sales- Washington DC, were invited as guests of IAEM. Reno Tahoe is now in the running to secure the 2023 Annual Convention, which will meet with 1,500 delegates and consume 4,000 room nights in a traditionally empty week here in November. IAEM's international board is now finalizing plans, with the intent to meet next March in Reno Tahoe. Hosting this board meeting is typical, in securing the annual convention. Mr. DeLone discussed the Scorecard and Market Mix for September 2019. He stated that cash occupied rooms in all Washoe County were 308,583, down 8.0% from the year prior. Overall, Washoe County occupancy was down by 2.3% from the year prior, at 72.6%. He added that Average Daily Rate (ADR) countywide for all lodging conversely was up by 2.4% from the year prior, at \$129.99. In just the Washoe County Hotel Market Segment, of which 43 properties report statistics, cash occupied room nights were down from the year prior by 9.3% to 251,406 room nights. Again here, conversely, the Average Daily Rate of the 43 Hotel Properties was up by 1.8% from the year prior, to \$136.77. Mr. DeLone said of the top eleven properties reporting, the market mix in September was 18.4% convention business, 26.5% Tourism driven, 30.1% comp rooms, and 20.8% FIT (Free Independent Traveler).

Ms. Cunningham started by saying that the United States Bowling Congress (USBC) will be in Reno starting March 21-July 5, 2020, adding that the board should be on the lookout for their invitation to the Opening Ceremonies event on Saturday, March 21st. Ms. Cunningham said that 8,532 teams are registered (a 10% increase from last time they were in Reno), and 142 teams registered in the week leading up to Thanksgiving, representing 42,000 bowlers coming with their friends and family. Ms. Cunningham mentioned that the Human Rights Campaign Foundation Report on Municipalities came out and Reno received the top score possible of 100. She went on to say that in the report, they used Reno as an example of one of seven city success stories. Ms. Cunningham said that the RSCVA plans to address accessibility & disability tourism and adaptability sports by working with High Fives Organization, as well as focusing on the LGBTQ community. She said that the visitor might not necessarily be looking for it, but it positions the destination as a place that cares about people and inclusion, adding that fully inclusive laws and environment draw in diverse residents, visitors, and enterprises, the ingredients of sustained economic growth.

Ben McDonald, Senior Communications Manager, presented the RSCVA Crisis Communication Plan. He stated that this is the initial response plan in case of an emergency and emphasized that this document will change as needed.

Mayor Hillary Schieve commended Ben McDonald on his time and effort in putting together that Crisis Communication Plan. She went on to thank Art Jimenez and Jennifer Cunningham on their efforts to get Reno on the HRC Index (Human Rights Campaign Equality Index). She said that it is not easy to make that list, and both Art and Jennifer have been working hard behind the scenes to get Reno, NV on the index. Mayor Schieve added that she has heard from numerous people that the HRC Index is essential to LGBTQ travel.

Michael Larragueta, Vice President of Sales, provided the board with a detailed recap of the sales numbers for September and October. He stated that gross produced room nights equaled 19,186 to a goal of 18,883, with convention room nights represented 6,884, sports 6,313, and Reno Livestock Events Center 337. Mr. Larragueta added that for first-quarter gross produced room nights totaled 75,844 versus a goal of 61,824 or 123% to goal and October gross produced room nights equaled 20,779 on a goal of 19,685. He also stated that the Convention Sales team participated in several activities, including ASAE Summit Awards Dinner, PCMA, and MPI. Mr. Larragueta reminded the board that Chairman Lucey requested information on convention group arrivals. He said that in your packets is a detailed list of the groups that have contracted 1,000 total room nights or more and are contracted with at least two hotel partners. He added that the sales team would continue to provide group arrival information every month.

Art Jimenez, Executive Director of Tourism Sales, stated that in addition to the month over month room night report, the tourism department would also report who the RSCVA performed against the overall Washoe County hotel room night market, with a goal of 1% better than the market. He stated that the tourism channel reported were 67,778 room night versus 71,347 or a decrease of 3,569, and year to date numbers came in at 220,282, versus a goal of 225,987, or a reduction of 5,655. Mr. Jimenez went on to say that he is proud to report that the team beat the overall Washoe County hotel goal of 1% (representing 216,800 room nights) at 1.6% (representing 220,282 room nights). He noticed a bounce back in individual corporate travelers booking through travel agencies seen the segment grow nearly 10,000 room nights year-over-year. Mr. Jimenez reported the tourism team's activity for the last thirty days includes work with Expedia, United Airlines Vacations in Houston with the newly expanded air-service, and Mail Pound.

E5. ASM Presentation

Gregg Caren, Executive Vice President of ASM Global (SMG), provided the Board of Directors with an update on efforts for Reno Tahoe, facilities, corporate sales, and promotion, as well as the merger of AEG and SMG into ASM Global. He discussed fiscal year first-quarter financials, as well as past and future events for the facilities.

Michael Day, General Manager for ASM Global-Reno-Sparks, discussed some of the events coming to the four facilities, including the Grand Reopening of the National Bowling Stadium, Jurassic Empire at the Reno-Sparks Livestock Event Center, and TEDx at the Reno-Sparks Convention Center. He also shared the results of the Client Event Surveys for the first quarter.

Chairman Bob Lucey asked if there is a way to track responses from the event attendees as well as the event coordinators.

Gregg Caren answered by saying that there is a way to track that information and that it involves an additional cost to generate attendee surveys, but ASM can investigate that cost and bring it before the board.

Bill Wood asked if AEG coming on board does that increase the likelihood of live entertainment coming to the area that possibly would not have due to routing.

Mr. Caren stated that he does believe that the AEG presents see more activity from AEG's touring side coming to the market.

Chairman Lucey told Mr. Caren that the board would like to see a Strategic Plan from ASM that focuses on the local area.

This is an information item. Not an action item.

F. FINANCE DIVISION

F1. Review, discussion and possible approval to purchase LED parking lot lights for the Reno-Sparks Livestock Events Center from LED Light Expert in the amount of \$65,233

Robert Chisel, Director of Finance, stated that the Board of Directors is being asked to approve an informal bid for the purchase of 134 LED parking lot lights to replace the existing light fixtures for the Reno-Sparks Livestock Events Center (RSLEC) parking lot.

MOTION: Member Ed Lawson made a motion to approve the purchase of 134 LED parking lot lights to replace the existing light fixtures for the Reno-Sparks Livestock Events Center (RSLEC) parking lot. Seconded by Member Bill Wood. **Motion carried unanimously.**

F2. Review, discussion and possible approval of the Opinion and Findings of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2019, containing the Auditor's Required Communications Letter

Robert Chisel, Director of Finance, stated that the Board of Directors is being asked to review and approve the Opinion and Findings of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2019, containing the Auditor's Required Communications Letter, as well as, a Popular Annual Financial Report (PAFR) that has been developed in accordance with guidelines from the Government Finance Officers Association.

MOTION: Member Ann Silver made a motion to approve the Opinion and Findings of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2019. Seconded by Member Bill Wood. **Motion carried unanimously.**

F3. Delegation of authority to Phil DeLone regarding pending litigation

Pursuant to Assembly Bill No. 70 enacted by the 2019 Nevada Legislature, the RSCVA Board of Directors is being asked to delegate authority to Phil DeLone, RSCVA President and CEO, to make all decisions regarding that certain lawsuit naming the RSCVA as a defendant titled Jeffrey Jackins v. Avery Nork, filed in the Second Judicial District Court of the State of Nevada in and for the County of Washoe, Case No. CV19-01406, Department 10.

MOTION: Member Ed Lawson made a motion to approve the delegation of authority to Phil DeLone regarding pending litigation defendant titled Jeffrey Jackins v. Avery Nork. Seconded by Member Shannon Keel. **Motion carried unanimously.**

G. MARKETING DIVISION

G1. Review of Digital Marketing and Influencer activity – ITEM PULLED FROM AGENDA

I. BOARD MEMBER COMMENTS REGARDING ITEMS FOR FUTURE MEETINGS

Don Kornstein asked for a review of the Key Performance Indicators that the RSCVA set forth for ASM.

J. COMMENTS FROM THE FLOOR BY THE PUBLIC

No public comments were presented.

K. ADJOURNMENT

Meeting adjourned at 10:47 a.m.

RSCVA Monthly Snapshot: November 2019

Strategic Plan Priority #1: Visitor Growth & Awareness					
OVERALL VISITOR GROWTH		November '19	November '18	Y/Y%	Monthly Goal
Marketing Goals	Visitor Volume	352,046	353,414	-0.4%	364,320
	# of Web Sessions - National Overall	245,558	134,281	82.9%	134,281
	Number of Partner Referrals	13,196	4,078	223.6%	4,078
	SF: Web Sessions	53,730	31,130	72.6%	31,130
	Seattle: Web Sessions	9,017	4,336	108.0%	4,336
	LA Basin: Web Sessions	47,081	12,463	277.8%	12,463
MARKET PERFORMANCE/CASH OCCUPIED ROOMS					
Washoe County Total					
	Room Inventory	661,251	693,249	-4.6%	700,260
	Cash Room Nights	247,319	242,645	1.9%	252,296
	Comp Room Nights	63,681	69,892	-8.9%	-
	Overall Occupancy	64.4%	63.0%	2.2%	62.3%
	Taxable Revenue	\$26,001,303	\$24,707,239	5.2%	\$26,076,469
	A.D.R.	\$105.13	\$101.82	3.3%	\$103.36
	Rev Par	\$45.04	\$41.26	9.2%	-
	Gaming Win	\$68,937,381	\$69,287,554	-0.5%	-
Hotel Market Segment					
	Room Inventory	456,234	471,897	-3.3%	484,740
	Cash Room Nights	206,993	204,585	1.2%	214,341
	Comp Room Nights	63,538	69,633	-8.8%	-
	Overall Occupancy	61.9%	60.6%	2.1%	61.0%
	Taxable Revenue	\$23,063,888	\$21,822,071	5.7%	\$23,184,660
	A.D.R.	\$111.42	\$106.67	4.5%	\$108.17
	Rev Par	\$52.47	\$48.24	8.8%	-
AIRLIFT					
	Air Passengers	318,022	315,833	0.7%	-

Strategic Plan Priority #2: Direct Room Night Growth						
TOURISM SALES GOALS		November '19	November '18	Y/Y%	Monthly Goal	
Marketing	Travel Wholesaler	813	854	-4.8%	-	
	International/Domestic Receptive Operators	870	877	-0.8%	-	
	Online Travel Agent	37,265	35,860	3.9%	-	
	Travel Agent	11,326	12,378	-8.5%	-	
	Group Tour/Motorcoach	1,686	3,175	-46.9%	-	
	Ski and Golf Production	2	78	-97.4%	-	
TENTATIVE SALES PIPELINE						
Sales Goals	# of Leads Issued	43	56	-23.2%	56	
	# of Room Nights for Leads Issued	46,695	48,693	-4.1%	-	
	# of Outstanding Leads in Sales Pipeline	350	296	18.2%	-	
	# of Room Nights in Sales Pipeline	532,557	596,256	-10.7%	776,000	
	PRODUCED ROOM NIGHTS					
	Gross Produced Room Nights	13,593	11,032	23.2%	19,127	
	*Net Produced Room Nights	13,593	11,032	23.2%	19,127	
	Net Produced Room Nights % of Goal	71.1%	57.7%	23.2%	100%	
	Convention Produced Room Nights	13,382	8,054	66.2%	14,017	
	Sports Produced Room Nights	0	2,286	-100.0%	3,082	
RSLEC Produced Room Nights	211	692	-69.5%	2,028		
ACTUAL ROOM NIGHTS (RNs Realized This Month)						
	Groups/Conventions Actual Room Nights	24,974	7,386	238.1%	23,645	
	Sports Actual Room Nights	-	790	-100.0%	-	
	Total Actual Room Nights	24,974	8,176	205.5%	23,645	

Strategic Plan Priority #3: Facility Efficiency					
OPERATING MARGIN		November '19	November '18	Y/Y%	Monthly Goal
GM Goals	Reno-Sparks Convention Center	-\$35,247	-\$190,032	-81.5%	-\$132,119
	Reno Events Center	\$38,944	\$61,912	-37.1%	-\$40,183
	National Bowling Stadium	-\$214,076	-\$157,893	-35.6%	-\$175,441
	Reno-Sparks Livestock Events Center	-\$159,612	-\$120,871	-32.1%	-\$139,762

Legend:	
Comparison of current actual to the monthly goal	
Green	>= 95% of target
Yellow	80-95% of target
Red	< 80% of target
*Net reflects the definite cancellations of Interbike 2019 and 2020	

RSCVA Monthly Snapshot: Year-to-Date November 2019

Strategic Priority #1: Visitor Growth & Awareness							
OVERALL VISITOR GROWTH		FY 19-20	FY 18-19	YTD Target	Y/Y%	Annual Goal	
Marketing Goals	Visitor Volume	2,146,324	2,180,146	2,335,710	-1.6%	5,195,137	
	# of Web Sessions - National Overall	1,502,598	1,259,934	1,259,934	19.3%	2,865,968	
	Number of Partner Referrals	35,927	23,040	23,040	55.9%	62,864	
	SF: Web Sessions	316,296	268,311	268,311	17.9%	567,741	
	Seattle: Web Sessions	94,076	75,855	75,855	24.0%	199,162	
	LA Basin: Web Sessions	225,634	176,490	176,490	27.8%	415,614	
MARKET PERFORMANCE/CASH OCCUPIED ROOMS							
Washoe County Total							
	Room Inventory	3,450,582	3,567,319	3,610,208	-3.3%	8,666,216	
	Cash Room Nights	1,507,316	1,555,318	1,557,595	-3.1%	3,636,161	
	Comp Room Nights	403,812	391,112	395,006	3.2%	-	
	Overall Occupancy	72.0%	72.0%	69.8%	0.0%	67.8%	
	Taxable Revenue	\$186,059,256	\$183,341,131	\$186,074,091	1.5%	\$418,607,365	
	A.D.R.	\$123.44	\$117.88	\$119.46	4.7%	\$115.12	
	Rev Par	\$59.55	\$56.87	-	4.7%	-	
	Gaming Win	\$383,591,824	\$380,197,517	-	0.9%	-	
Hotel Market Segment							
	Room Inventory	2,368,146	2,408,950	2,479,608	-1.7%	5,953,476	
	Cash Room Nights	1,251,384	1,302,082	1,304,898	-3.9%	3,084,157	
	Comp Room Nights	401,600	389,481	393,375	3.1%	-	
	Overall Occupancy	72.6%	72.7%	70.8%	-0.1%	68.4%	
	Taxable Revenue	\$162,733,693	\$161,849,160	\$164,537,015	0.5%	\$371,965,854	
	A.D.R.	\$130.04	\$124.30	\$126.09	4.6%	\$120.61	
	Rev Par	\$70.79	\$68.83	-	2.8%	-	
AIRLIFT							
	Air Passengers	1,955,082	1,843,578	-	6.0%	-	
Strategic Priority #2: Direct Room Night Growth							
TOURISM SALES GOALS		FY 19-20	FY 18-19	Market Target	Y/Y%	Quarter Goal	
Marketing	Traditional Wholesaler	5,968	8,019	-	-25.6%	-	
	International/Domestic Receptive Operators	5,551	6,615	-	-16.1%	-	
	Online Travel Agent	229,975	223,798	-	2.8%	-	
	Travel Agent	66,562	72,120	-	-7.7%	-	
	Group Tour/Motorcoach	13,728	16,600	-	-17.3%	-	
	Ski and Golf Production	8,332	10,643	-	-21.7%	-	
TENTATIVE SALES PIPELINE		FY 19-20	FY 18-19	YTD Target	Y/Y%	Annual Goal	
Sales Goals	# of Leads Issued	280	295	274	-5.1%	688	
	# of Room Nights for Leads Issued	297,291	383,394	-	-22.5%	N/A	
	# of Outstanding Leads in Sales Pipeline	350	296	-	18.2%	N/A	
	# of Room Nights in Sales Pipeline	532,557	596,256	776,000	-10.7%	776,000	
	PRODUCED ROOM NIGHTS						
	Gross Produced Room Nights	110,216	86,434	100,636	27.5%	290,000	
	*Net Produced Room Nights	110,216	86,434	100,636	27.5%	290,000	
	Net Produced Room Nights % of Goal	109.5%	100.0%	100.0%	9.5%	100%	
	Convention Produced Room Nights	75,203	60,455	70,082	24.4%	176,595	
	Sports Produced Room Nights	24,967	22,583	15,410	10.6%	88,255	
RSLEC Produced Room Nights	10,046	3,396	15,144	195.8%	25,150		
ACTUAL ROOM NIGHTS (RNs Realized This Year)							
	Groups/Conventions Actual Room Nights	70,708	80,763	68,541	-12.5%	159,366	
	Sports Actual Room Nights	20,834	18,202	20,834	14.5%	95,988	
	Total Actual Room Nights	91,542	98,965	89,375	-7.5%	255,354	
Strategic Priority #3: Facility Efficiency							
OPERATING MARGIN		FY 19-20	FY 18-19	YTD Target	Y/Y%	Annual Goal	
GM Goals	Reno-Sparks Convention Center	-\$886,192	-\$641,554	-\$1,162,910	-38.1%	-\$1,191,427	
	Reno Events Center	\$7,385	-\$143,332	-\$26,415	105.2%	\$23,054	
	National Bowling Stadium	-\$904,960	-\$697,834	-\$976,630	-29.7%	-\$1,618,639	
	Reno-Sparks Livestock Events Center	-\$404,257	-\$362,521	-\$405,346	-11.5%	-\$1,038,304	
Legend:							
Comparison of current actual to the Year to Date Target							
Green >= 95% of target							
Yellow 80-95% of target							
Red < 80% of target							
*Net reflects the definite cancellations of Interbike 2019 and 2020							



**Reno-Sparks Convention & Visitors Authority
Fiscal Year 2019-20**

Interim Financials

November 2019-20



Reno-Sparks Convention and Visitors Authority
Fiscal Year 2019-20 Interim Financial
Table of Contents

	Page
Report of Operations – Month	1
Report of Operations – Year to Date	2
Transient Lodging Tax Collections and Statistics – Month	3
Transient Lodging Tax Collections and Statistics – Year to Date	4
Departmental Margins – Month	5
Departmental Margins – Year to Date	6

**Consolidated Summary
Report of Operations
For the Month of November 2019
RENO-SPARKS CONVENTION AND VISITORS AUTHORITY**

	November 2019				November 2018			
	Actual	Budget	Increase (Decrease)		Actual	Increase (Decrease)		
			Amount	%		Amount	%	
Revenues								
Room Tax Collections	\$ 2,251,503	\$ 2,249,095	\$ 2,408	0.1%	\$ 2,136,745	\$ 114,758	5.4%	
Tourism Surcharge	389,049	374,307	14,742	3.9%	369,985	19,064	5.2%	
City Center Tax	-	-	-	0.0%	-	-	0.0%	
Facility Revenues								
Reno-Sparks Convention Center	614,555	227,114	387,441	170.6%	133,097	481,458	361.7%	
National Bowling Stadium	8,384	27,253	(18,869)	-69.2%	45,607	(37,223)	-81.6%	
Reno Events Center	230,831	130,284	100,547	77.2%	215,276	15,555	7.2%	
Reno-Sparks Livestock Events Ctr	11,909	32,623	(20,714)	-63.5%	44,052	(32,143)	-73.0%	
RSCVA Facilities	-	-	-	0.0%	26,692	(26,692)	-100.0%	
Wildcreek Golf Course	-	-	-	0.0%	(1,225)	1,225	-100.0%	
Total Facility Revenues	865,679	417,274	448,405	107.5%	463,499	402,180	86.8%	
Other Income	142,209	151,964	(9,755)	-6.4%	144,840	(2,631)	-1.8%	
Total Revenues	\$ 3,648,441	\$ 3,192,640	\$ 455,801	14.3%	\$ 3,115,069	\$ 533,371	17.1%	
Operating Expenses								
Payroll & Related	\$ 540,406	\$ 532,863	\$ 7,543	1.4%	\$ 492,737	\$ 47,669	9.7%	
Supplies & Services	1,347,391	1,010,871	336,520	33.3%	1,025,944	321,447	31.3%	
Travel & Entertainment	70,777	93,480	(22,703)	-24.3%	72,029	(1,253)	-1.7%	
Promotion & Advertising	656,243	447,730	208,513	46.6%	290,027	366,216	126.3%	
Special Projects	51,190	297,620	(246,430)	-82.8%	40,242	10,948	27.2%	
Capital Outlay	11,093	5,653	5,440	96.2%	5,839	5,255	90.0%	
Total Operating Expenses	\$ 2,677,099	\$ 2,388,217	\$ 288,883	12.1%	\$ 1,926,819	\$ 750,281	38.9%	
Non Operating Expenses								
Debt Service	\$ 600	\$ 500	100	20.0%	\$ -	\$ 600	0.0%	
Incline Village/Crystal Bay Room Tax	97,394	94,175	3,219	3.4%	97,513	(119)	-0.1%	
Capital Improvements	194,042	300,000	(105,958)	-35.3%	247,777	(53,735)	-21.7%	
Insurance	62,777	64,836	(2,059)	-3.2%	63,883	(1,106)	-1.7%	
Contingency	-	-	-	0.0%	-	-	0.0%	
Depreciation and Other	-	-	-	0.0%	-	-	0.0%	
Total Non Operating Expenses	\$ 354,813	\$ 459,511	\$ (104,698)	-22.8%	\$ 409,172	\$ (54,360)	-13.3%	
Total Expenses	\$ 3,031,912	\$ 2,847,728	\$ 184,184	6.5%	\$ 2,335,991	\$ 695,921	29.8%	
Profit/(Loss)	\$ 616,529	\$ 344,912	\$ 271,616	78.7%	\$ 779,078	\$ (162,550)	-20.9%	

**Consolidated Summary
Report of Operations
Five Months Ending November 2019
RENO-SPARKS CONVENTION AND VISITORS AUTHORITY**

	Period Ending November 2019				Period Ending November 2018			Annual FY 2019	
	Actual	Budget	Increase (Decrease)		Actual	Increase (Decrease)		Budget	% of Actual
			Amount	%		Amount	%		
Revenues									
Room Tax Collections	\$ 16,115,252	\$ 17,112,065	\$ (996,813)	-5.8%	\$ 15,827,739	\$ 287,513	1.8%	\$ 36,104,884	44.6%
Tourism Surcharge	2,281,991	1,162,963	1,119,028	96.2%	2,277,944	4,047	0.2%	5,207,462	43.8%
City Center Tax	-	-	-	0.0%	-	-	0.0%	1,187,195	0.0%
Facility Revenues									
Reno-Sparks Convention Center	1,839,012	1,197,905	641,107	53.5%	1,403,348	435,664	31.0%	4,616,500	39.8%
National Bowling Stadium	49,616	72,012	(22,396)	-31.1%	278,977	(229,361)	-82.2%	1,201,471	4.1%
Reno Events Center	1,151,946	922,719	229,227	24.8%	589,098	562,848	95.5%	2,285,652	50.4%
Reno-Sparks Livestock Events Ctr	542,179	508,004	34,175	6.7%	476,833	65,346	13.7%	1,090,873	49.7%
RSCVA Facilities	-	-	-	0.0%	37,161	-	-	-	-
Wildcreek Golf Course	-	-	-	0.0%	7,790	(7,790)	-100.0%	-	0.0%
Total Facility Revenues	3,582,753	2,700,640	882,113	32.7%	2,793,207	789,546	28.3%	9,194,497	39.0%
Other Income	961,506	820,301	141,205	17.2%	933,173	28,333	3.0%	2,203,563	43.6%
Total Revenues	\$ 22,941,501	\$ 21,795,969	\$ 1,145,532	5.3%	\$ 21,832,063	\$ 1,109,438	5.1%	\$ 53,897,601	42.6%
Operating Expenses									
Payroll & Related	\$ 2,891,497	\$ 2,858,965	\$ 32,532	1.1%	\$ 2,813,057	\$ 78,440	2.8%	\$ 7,279,043	39.7%
Supplies & Services	6,403,713	6,002,719	400,994	6.7%	5,489,925	913,789	16.6%	14,649,819	43.7%
Travel & Entertainment	326,730	502,822	(176,092)	-35.0%	333,490	(6,760)	-2.0%	1,104,172	29.6%
Promotion & Advertising	4,219,619	4,859,087	(639,468)	-13.2%	3,920,324	299,295	7.6%	13,109,135	32.2%
Special Projects	471,418	764,520	(293,102)	-38.3%	578,731	(107,313)	-18.5%	2,086,070	22.6%
Capital Outlay	17,607	28,265	(10,658)	-37.7%	62,746	(45,139)	-71.9%	67,836	26.0%
Total Operating Expenses	\$ 14,330,584	\$ 15,016,378	\$ (685,794)	-4.6%	\$ 13,198,273	\$ 1,132,312	8.6%	\$ 38,296,074	37.4%
Non Operating Expenses									
Debt Service	\$ 5,896,600	\$ 7,406,172	(1,509,572)	-20.4%	\$ 7,517,447	\$ (1,620,847)	-21.6%	\$ 11,519,694	51.2%
Incline Village/Crystal Bay Room Tax	979,635	945,761	33,874	3.6%	947,613	32,023	3.4%	1,770,841	55.3%
Capital Improvements	944,892	1,500,000	(555,108)	-37.0%	634,855	310,038	48.8%	3,979,000	23.7%
Insurance	353,433	324,180	29,253	9.0%	333,606	19,828	5.9%	913,793	38.7%
Contingency	-	-	-	0.0%	-	-	0.0%	400,000	0.0%
Total Non Operating Expenses	\$ 8,174,561	\$ 10,176,113	\$ (2,001,552)	-19.7%	\$ 9,433,520	\$ (1,258,959)	-13.3%	\$ 18,583,328	44.0%
Total Expenses	\$ 22,505,145	\$ 25,192,491	\$ (2,687,345)	-10.7%	\$ 22,631,793	\$ (126,647)	-0.6%	\$ 56,879,402	39.6%
Profit/(Loss)	\$ 436,356	\$ (3,396,522)	\$ 3,832,878	112.8%	\$ (799,730)	\$ 1,236,086	154.6%	\$ (2,981,801)	-14.6%

Consolidated Summary
Transient Lodging Tax Collections and Statistics
For the Month of November 2019
RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

	November 2019				November 2018		
	Actual	Budget	Increase (Decrease)		Actual	Increase (Decrease)	
			Amount	%		Amount	%
Room Tax Collections							
Lodging	1,729,416	1,727,566	1,850	0.1%	1,641,268	88,148	5.4%
Convention Center	522,088	521,529	559	0.1%	495,477	26,611	5.4%
Tourism Surcharge	389,049	374,307	14,742	3.9%	369,985	19,064	5.2%
Total Tax Collections	2,640,552	2,623,402	17,150	0.7%	2,506,730	133,822	5.3%
Room Statistics							
Taxable Room Revenues	26,001,303	26,076,469	(75,166)	-0.3%	24,707,239	1,294,064	5.2%
Occupied Rooms-Cash	247,319	252,296	(4,977)	-2.0%	242,645	4,674	1.9%
Average Rate - Cash	\$105.13	\$103.36	\$1.77	1.7%	\$101.82	\$3.31	3.3%
Occupied Rooms							
Cash	247,319	252,296	(4,977)	-2.0%	242,645	4,674	1.9%
Comp	63,681	70,588	(6,907)	-9.8%	69,892	(6,211)	-8.9%
28 Day	115,080	113,114	1,966	1.7%	124,125	(9,045)	-7.3%
Total Occupied Rooms	426,080	435,998	(9,918)	-2.3%	436,662	(10,582)	-2.4%
Percentage of Occupancy							
Cash	37.4%	36.0%	1.4	3.9%	35.0%	2.4	6.9%
Comp	9.6%	10.1%	(0.5)	-5.0%	10.1%	(0.5)	-5.0%
28 Day	17.4%	16.2%	1.2	7.4%	17.9%	(0.5)	-2.8%
Total Percentage of Occupancy	64.4%	62.3%	2.1	-5.0%	63.0%	1.4	2.2%

Consolidated Summary
Transient Lodging Tax Collections and Statistics
Five Months Ending November 2019
RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

	Period Ending November 2019				Period Ending November 2018			Annual FY 2019	
	Actual	Budget	Increase (Decrease)		Actual	Increase (Decrease)		Budget	% of Actual
			Amount	%		Amount	%		
Room Tax Collections									
Lodging	12,378,382	14,885,926	(2,507,544)	-16.8%	12,157,539	220,843	1.8%	27,732,738	44.6%
Convention Center	3,736,870	2,226,139	1,510,731	67.9%	3,670,200	66,670	1.8%	8,372,146	44.6%
Tourism Surcharge	2,281,991	1,162,963	1,119,028	96.2%	2,277,944	4,047	0.2%	5,207,462	43.8%
City Center Tax	-	-	-	0.0%	-	-	0.0%	1,187,195	0.0%
Total Tax Collections	18,397,243	18,275,028	122,215	0.7%	18,105,683	291,560	1.6%	42,499,541	43.3%
Room Statistics									
Taxable Room Revenues	186,059,258	186,074,091	(14,833)	0.0%	183,341,129	2,718,129	1.5%	418,607,365	44.4%
Occupied Rooms-Cash	1,507,316	1,557,595	(50,279)	-3.2%	1,555,318	(48,002)	-3.1%	3,636,161	41.5%
Average Rate - Cash	\$123.44	\$119.46	\$3.98	3.3%	\$117.88	\$5.56	4.7%	\$115.12	107.2%
Occupied Rooms									
Cash	1,507,316	1,557,595	(50,279)	-3.2%	1,555,318	(48,002)	-3.1%	3,636,161	41.5%
Comp	403,812	395,006	8,806	2.2%	391,112	12,700	3.2%	868,533	46.5%
28 Day	574,496	565,730	8,766	1.5%	621,375	(46,879)	-7.5%	1,374,107	41.8%
Total Occupied Rooms	2,485,624	2,518,331	(32,707)	-1.3%	2,567,805	(82,181)	-3.2%	5,878,801	42.3%
Percentage of Occupancy									
Cash	43.7%	43.1%	0.6	1.4%	43.6%	0.1	0.2%	42.0%	104.2%
Comp	11.7%	10.9%	0.8	7.3%	11.0%	0.7	6.4%	10.0%	116.7%
28 Day	16.6%	15.7%	0.9	5.7%	17.4%	(0.8)	-4.6%	15.9%	104.7%
Total Percentage of Occupancy	72.0%	69.7%	2.3	3.3%	72.0%	0.0	0.0%	67.8%	106.1%

**Consolidated Summary
Departmental Margins
For the Month of November 2019
RENO-SPARKS CONVENTION AND VISITORS AUTHORITY**

	November 2019				November 2018		
	Actual	Budget	Increase (Decrease)		Actual	Increase (Decrease)	
			Amount	%		Amount	%
Facilities							
Reno-Sparks Convention Center	(35,247)	(132,119)	96,872	73.3%	(190,032)	154,785	81.5%
National Bowling Stadium	(214,076)	(175,441)	(38,635)	-22.0%	(157,893)	(56,183)	-35.6%
Reno Events Center	38,944	(40,183)	79,127	196.9%	61,912	(22,968)	-37.1%
Reno-Sparks Livestock Events Ctr	(159,612)	(139,762)	(19,850)	-14.2%	(120,871)	(38,741)	-32.1%
RSCVA Facilities	-	-	-	0.0%	(16,545)	16,545	0.0%
Wildcreek Golf Course	-	-	-	0.0%	(32,932)	32,932	100.0%
Total Facilities	(369,991)	(487,505)	117,514	24.1%	(456,361)	86,370	18.9%
Sales and Marketing							
Convention Sales	(356,634)	(620,826)	264,192	42.6%	(350,338)	(6,296)	-1.8%
Tourism Sales	(112,128)	(108,284)	(3,844)	-3.5%	(66,741)	(45,387)	-68.0%
Marketing	(692,716)	(468,728)	(223,988)	-47.8%	(339,104)	(353,611)	-104.3%
Total Sales and Marketing	(1,161,477)	(1,197,838)	36,361	3.0%	(756,183)	(405,294)	-53.6%
General and Administrative	(206,945)	(214,588)	7,643	3.6%	(182,685)	(24,260)	-13.3%
Room Tax Revenues	2,251,503	2,249,095	2,408	0.1%	2,136,745	114,758	5.4%
Tourism Surcharge	389,049	374,307	14,742	3.9%	369,985	19,064	5.2%
Total Operating Margins	902,139	723,471	178,668	24.7%	1,111,501	(209,362)	-18.8%
Capital and Debt Service	(285,610)	(378,559)	92,949	24.6%	(332,421)	46,811	14.1%
Total Departmental Margins	616,529	344,912	271,616	78.7%	779,080	(162,551)	-20.9%

**Consolidated Summary
Departmental Margins
Five Months Ending November 2019
RENO-SPARKS CONVENTION AND VISITORS AUTHORITY**

	Period Ending November 2019				Period Ending November 2018			Annual FY 2019	
	Actual	Budget	Increase (Decrease)		Actual	Increase (Decrease)		Budget	% of Actual
			Amount	%		Amount	%		
Facilities									
Reno-Sparks Convention Center	(886,192)	(1,162,910)	276,718	23.8%	(641,554)	(244,638)	-38.1%	(1,191,427)	74.4%
National Bowling Stadium	(904,960)	(976,630)	71,670	7.3%	(697,834)	(207,126)	-29.7%	(1,618,639)	55.9%
Reno Events Center	7,385	(26,415)	33,800	128.0%	(143,332)	150,717	105.2%	23,054	32.0%
Reno-Sparks Livestock Events Center	(404,257)	(405,345)	1,088	0.3%	(362,521)	(41,736)	-11.5%	(1,038,304)	38.9%
RSCVA Facilities	-	-	-	0.0%	(108,200)	108,200	0.0%	-	0.0%
Wildcreek Golf Course	-	-	-	0.0%	(130,244)	130,244	100.0%	-	0.0%
Total Facilities	(2,188,024)	(2,571,300)	383,276	14.9%	(2,083,684)	(104,340)	-5.0%	(3,825,315)	57.2%
Sales and Marketing									
Convention Sales	(1,973,643)	(2,758,823)	785,180	28.5%	(2,161,984)	188,340	8.7%	(6,464,273)	30.5%
Tourism Sales	(568,763)	(634,277)	65,514	10.3%	(464,066)	(104,697)	-22.6%	(1,451,138)	39.2%
Marketing	(4,324,489)	(4,658,595)	334,106	7.2%	(3,987,328)	(337,161)	-8.5%	(13,345,062)	32.4%
Total Sales and Marketing	(6,866,896)	(8,051,695)	1,184,799	14.7%	(6,613,378)	(253,518)	-3.8%	(21,260,472)	32.3%
General and Administrative	(1,098,243)	(1,256,174)	157,931	12.6%	(1,143,844)	45,600	4.0%	(2,842,388)	38.6%
Room Tax Revenues	16,115,252	17,112,065	(996,813)	-5.8%	15,827,739	287,513	1.8%	37,292,079	43.2%
Tourism Surcharge	2,281,991	1,162,963	1,119,028	96.2%	2,277,944	4,047	0.2%	5,207,462	43.8%
Total Operating Margins	8,244,079	6,395,859	1,848,221	28.9%	8,264,777	(20,698)	-0.3%	14,571,366	56.6%
Capital and Debt Service	(7,807,724)	(9,792,381)	1,984,657	20.3%	(9,064,507)	1,256,784	13.9%	(17,553,170)	44.5%
Total Departmental Margins	436,356	(3,396,522)	3,832,878	112.8%	(799,730)	1,236,086	154.6%	(2,981,804)	-14.6%



To: RSCVA Board of Directors

From: Robert Chisel, Director of Finance *Robert Chisel*

CC: Phil DeLone, President/CEO
Bob Lucey, Board Chair

Date: January 23, 2020

Subject: **ASM Global Performance Measurement**

During the December 5, 2019 Reno-Sparks Convention and Visitors Authority Board meeting a question arose on how the performance of ASM Global is being measured.

ASM Global is the contracted vendor to provide the management and operation of the National Bowling Stadium, Reno Events Center, Reno-Sparks Convention Center and Reno-Sparks Livestock Events Center (Facilities) from June 17, 2018 through June 1, 2022.

In the existing agreement between the Authority and ASM Global, there are financial and operational benchmarks identified to measure the performance of ASM Global. Below is a list of the performance benchmarks identified in the agreement. The financial benchmarks are also tied to potential incentive payments.

Quantitative Financial – ASM Global’s goal is to improve the performance of four Facilities, based upon the net operation profit (loss) of the three-year average loss from the audited facility revenue and expenditures from Fiscal Years 2014/15, 2015/16, and 2016/17. The three-year average being an average loss of \$3,547,493 per year for all four facilities. In addition, an incentive payment to ASM would be due in the case of an improvement in the operating revenues. Financials for food and beverage are tracked separately.

Description	FY 2014/15	FY 2015/16	FY 2016/17	3-Year Average
Profit (Loss) by Facility				
National Bowling Stadium	\$(1,747,192)	\$(1,337,731)	\$(1,444,232)	\$(1,509,718)
Reno Events Center	(695,303)	(304,038)	(208,100)	(402,480)
Reno-Sparks Convention Center	(1,115,549)	(1,020,607)	(1,005,625)	(1,047,260)
Reno-Sparks Livestock Center	(419,035)	(581,149)	(763,917)	(588,034)
Total Profit (Loss)	<u>\$(3,977,079)</u>	<u>\$(3,243,525)</u>	<u>\$(3,421,874)</u>	<u>\$(3,547,493)</u>

Sponsorship – Sponsorship is a separate measure from the Quantitative Financial benchmark. This sponsorship measurement is based upon the successful improvement in



the revenue obtained for sponsorships, advertising signage at the facilities, and Reno Event Center suite rentals. The base for Sponsorship is fixed upon a three-year average from Fiscal Years 2014/15, 2015/16, and 2016/17, the three-year average being a revenue of \$236,113.

Qualitative – Qualitative is in place to ensure proper service levels and is based upon a scorecard of key performance indicators. Attached are the scorecards for the Facilities Management and for Food and Beverage.

In addition, the Authority staff has ongoing monitoring of ASM management and operation of the Facilities, an example of some of the tasks being:

- Reviewing Customer Satisfaction Surveys;
- Conducting Monthly Financial Reviews;
- Conducting Monthly Facility Inspections;
- Reviewing Event Calendars;
- Inspecting operational performance on an ad hoc basis; and
- Conducting Joint Sales and Training Meetings.

Staff believes these tools (Quantitative Financial, Sponsorship, and Qualitative), in addition to the ongoing monitoring provides an analytical and real-time review of the performance of ASM Global in the operation of the facilities.

**Reno-Sparks Convention and Visitors Authority
Qualitative - SMG - Management
Key Performance Indicator Score Card**

Rating
(2=Strongly Agree, 1=Agree, 0=Disagree)

- | | | |
|-----|--|---|
| 1. | Has SMG improved Customer Satisfaction scores? | <input style="width: 100%; height: 30px;" type="text"/> |
| 2. | Has SMG complied with Management Agreement deliverables including, but not limited to the deliverables in Section 6 "Records, Audits and Reports" and has SMG maintained effective communication with the recipients of these reports? | <input style="width: 100%; height: 30px;" type="text"/> |
| 3. | Has SMG fully complied with Authority diversity goals including, but not limited to the Authority's Anti-Discrimination Policy and its Economic Opportunity Plan? | <input style="width: 100%; height: 30px;" type="text"/> |
| 4. | Has SMG successfully instituted the Alliance concept with RSCVA and/or supported growth in room-night generation? | <input style="width: 100%; height: 30px;" type="text"/> |
| 5. | Has SMG fostered positive employee relations that will foster increased use and client satisfaction at the venues? | <input style="width: 100%; height: 30px;" type="text"/> |
| 6. | Has SMG maintained effective communication with the Authority and, to the extent authorized, effective communication with the City and County? | <input style="width: 100%; height: 30px;" type="text"/> |
| 7. | Did SMG smoothly manage the transition process? | <input style="width: 100%; height: 30px;" type="text"/> |
| 8. | Has SMG fostered strong working relationships with the Authority's primary tenants, including annual clients? | <input style="width: 100%; height: 30px;" type="text"/> |
| 9. | Has SMG provided value outside of our areas of responsibility, e.g. capital planning, maintenance, etc.? | <input style="width: 100%; height: 30px;" type="text"/> |
| 10. | Has SMG improved transparency for exhibitors and customers of the venues? | <input style="width: 100%; height: 30px;" type="text"/> |

Subtotal	<input style="width: 100%; height: 30px;" type="text"/>
Multiplier	5
Total Score	<input style="width: 100%; height: 30px;" type="text"/> %

**Reno-Sparks Convention and Visitors Authority
Qualitative - SMG - Food and Beverage
Key Performance Indicator Score Card**

Rating
(2=Strongly
Agree, 1=Agree,
0=Disagree)

- | | | |
|----|--|---|
| 1. | Has SMG effectively managed the contribution of the food and beverage services by maintaining or exceeding historical contributions returned to the venue of \$800,00? | <input style="width: 100%; height: 20px;" type="text"/> |
| 2. | Has SMG effectively managed expenses of the food and beverage services by maintaining or exceeding historical margins of the food and beverage revenue of 28%? | <input style="width: 100%; height: 20px;" type="text"/> |
| 3. | Has SMG focused on aggressive sales and promotion of food and beverage services at the venues, maximizing booking and/or revenue opportunities therefrom? | <input style="width: 100%; height: 20px;" type="text"/> |
| 4. | Has SMG provided a high quality food and beverage experience, as demonstrated by customer surveys? | <input style="width: 100%; height: 20px;" type="text"/> |
| 5. | Has SMG demonstrated creativity, flexibility and flair in menus, merchandising and presentation of the catering/banquet, concessions and retails services? | <input style="width: 100%; height: 20px;" type="text"/> |

	Subtotal	<input style="width: 100%; height: 20px;" type="text"/>
	Multiplier	10
	Total Score	<input style="width: 100%; height: 20px;" type="text"/> %



north lake tahoe

Incline Village/Crystal Bay Visitors Bureau

December 20, 2019

Phil Delone
President/Chief Executive Officer
Reno Sparks Convention and Visitors Authority
PO Box 837
Reno NV, 89504-0837

Dear Mr. Delone:

I would first like to thank you and the RSCVA Board of Directors for your collective efforts over the last four years on behalf of our entire Reno Tahoe destination. As you are aware, I have reached my term limit this past meeting and will be relinquishing the Incline Village Crystal Bay seat at the start of the new year. As is our understanding, during our November meeting and pursuant to NRS-244A 601 and SB 480, the Incline Village Crystal Bay Visitors Bureau Board of Directors unanimously approved the following candidates for consideration for board appointment as our Incline Village Crystal Bay representative to the RSCVA board effective January 2020.

Andy Chapman, President/CEO, Incline Village Crystal Bay Visitors Bureau
Micheal Murphy, GM, Hyatt Lake Tahoe Resort

Thank you for the consideration and opportunity to serve on the RSCVA board and we look forward to continued coordination between our agencies in pursuit of our regional strategic goals.

Best Regards,

Bill Wood
Board Chair
Incline Village Crystal Bay Visitors Bureau

Cc: Bob Lucy, RSCVA Board Chair
Corie Carlson, RSCVA Executive Assistant
Ben Kennedy, RSCVA Legal Counsel



December 17, 2019

Bob Lucey, Chair
Phil Delone, President and CEO
Reno-Sparks Convention and Visitors Authority
4001 S. Virginia Street
Reno, NV 89502

Dear Msrs. Lucey and Delone:

In 2003, the Nevada Legislature passed, and Governor Gibbons signed into law, legislation (AB 205) providing for the imposition of an additional 2.5 percent tax on the gross receipts from the rental of transient lodging in Sparks. This tax was renewed by the 2013 Legislature through the approval of SB 509. The proceeds of this room tax are distributed by the Reno-Sparks Convention and Visitors Authority (RSCVA) to the Sparks City Council. The City Council expends the proceeds for improvements and uses intended to attract and expand tourism in Sparks' Victorian Square.

I am writing to request that the RSCVA make a replacement appointment to the Sparks Tourism Facility and Revitalization Steering Committee ("Committee"). Two members of the Committee are appointed by the Board of Directors of the RSCVA. One RSCVA-appointed seat is designated for a member of the Nevada Resort Association (NRA) who represents properties outside the city of Sparks. This position is vacant as Lee Dillard is no longer with Harrah's Reno. The second RSCVA-appointed set is designated to represent the interests of Reno, Sparks, Washoe County, the motel industry or general business. Jennifer Cunningham, Executive Director of Marketing for the RSCVA, is currently appointed to this seat on the Committee.¹

Should you have any questions or need additional information please contact me at rsmith@cityofsparks.us or 775-353-2310 or you can contact Armando Ornelas at aornelas@cityofsparks.us or 775-353-1644.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald E. Smith".

Ronald E. Smith

Mayor

¹ As specified in AB 205, the Committee's role is to advise and make recommendations to the Sparks City Council regarding the use of the tax proceeds. The Committee is comprised of five members. Two members of the Committee are Sparks City Council members appointed by the City Council. Currently those seats are held by Councilman Ed Lawson and Councilwoman Charlene Bybee. The fifth seat is appointed by the Nevada Resort Association to represent a NRA member in Sparks; it is currently filled by Mark Sterbens of the Nugget Casino.



To: RSCVA Board of Directors

From: Robert Chisel, Director of Finance

CC: Phil DeLone, President/CEO
Bob Lucey, Board Chair

Date: January 23, 2020

Subject: **Authorization to pursue a lease of the East Kitchen of the Reno-Sparks Convention Center**

Executive Summary

ASM Global has identified that the East Kitchen of the Reno-Sparks Convention Center (RSCC) can be leased out to a third-party. The East Kitchen is not being used and has been determined to not be necessary for the current operations of the RSCC. The East Kitchen is approximately 5265 square feet has not been utilized for over six years.

Staff will seek proposals through real estate brokers and potentially return to the Board with a proposed lease of the RSCC East Kitchen.

Background

In June 2018, ASM Global took over the management and operation of the Authority's facilities. Savor, the food and beverage division of ASM Global, has identified that the unused East Kitchen of the RSCC may be leased out to a third-party as a commercial kitchen to generate additional revenue for the Authority.

The East Kitchen is comprised of approximately 5265 square feet and is a functioning kitchen, however it has not been used for at least six years. ASM Global has been able to determine that there is a demand for commercial kitchens and using the attached agreement, will not impact the operation of the RSCC as the lessee will abide by the rules of the RSCVA and ASM Global. The East Kitchen will be for commercial use only, not retail use.

Staff is seeking Board approval to solicit tenants to lease the space. The proposed lease has been developed by the Authority's Legal Counsel. Staff with ASM Global, if approved by the Board, will seek a tenant to lease the space.

Attached is the proposed draft agreement to be used.



Fiscal Impact

None at this time. If a lease is entered into, there will be additional revenue generated.

Recommendation

Staff recommends the Board authorize staff and ASM Global to seek a lease of the East Kitchen at the Reno-Sparks Convention Center and for staff to return with a proposed lease for the East Kitchen.



REAL ESTATE LEASE

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. **Date of Lease:** _____, 2020

Section 1.02. **Landlord:** Reno-Sparks Convention and Visitors Authority, a County Fair and Recreation Board created pursuant to Nevada Revised Statutes chapter 244A

Address of Landlord: 4001 S. Virginia Street, #G
Reno, Nevada 89502

Section 1.03. **Tenant:** _____

Address of Tenant: _____

Section 1.04. **Premises:** The Premises is an approximately _____ square foot commercial kitchen located in the Reno Sparks Convention Center (the "Building"), as further described or depicted in Exhibit "A" (the "Premises").

Section 1.05. **Lease Term:** Twelve (12) months beginning _____, 2020 ("Commencement Date"), or such other date as is specified in this Lease, and ending on _____, 2021.

Section 1.06. **Permitted Uses:** (See Article Five) Tenant shall utilize the Premises for food preparation and other related uses as may be approved by Landlord in its sole discretion.

Section 1.07. **Tenant's Guarantor:** _____

Section 1.08. **Brokers:** (See Section 13.14)

Landlord's Broker: _____
Tenant's Broker: _____

Section 1.09. **Commission Payable to Landlord's Broker:** Per separate agreement.

Section 1.10. **Initial Security Deposit:** (See Section 3.03) _____

Section 1.11. **Vehicle Parking Spaces Allocated to Tenant:** (See Section 4.05) [insert number of parking spaces allocated to Tenant]

Section 1.12. Rent and Other Charges Payable by Tenant:

(a) BASE RENT:

Months	Base Rent
1 through 12	\$

(b) OTHER PERIODIC PAYMENTS: This Lease is inclusive of utilities. All other costs to be paid by Tenant, including, but not limited to the following: (ii) Insurance Premiums (See Section 4.04); and (ii) Maintenance, Repairs and Alterations (See Article Six). All of the foregoing, and any other amounts owed by Tenant pursuant to this Lease shall be deemed "Additional Rent". As utilized in this Lease the term "Rent" shall be deemed to include Additional Rent and Base Rent. All Additional Rent is subject to increase in an amount and basis as determined by the Landlord as more fully discussed in Article Four below.

Section 1.13. Landlord's Share of Profit on Assignment or Sublease: (See Section 9.05) One Hundred percent (100%) of the Profit (the "Landlord's Share").

Section 1.14. Exhibits/Riders: The following Exhibits are attached to and made a part of this Lease:

- Exhibit "A" -Site Plan (Premises and Premises Description)
- Exhibit "B" -Condition of Premises
- Exhibit "C" -Rules & Regulations
- Exhibit "D" -Guaranty of Lease
- Schedule 1 – List of Equipment

Section 1.15. Extension: Landlord and Tenant may mutually agree to extend the term of this Lease for three (3) additional one (1) year terms. Landlord's agreement to any such extension shall be in Landlord's sole and absolute discretion. Each renewal shall be upon the same terms and conditions of this Lease, with the exception that the Base Rent which shall be adjusted for each of the renewal terms as per mutual agreement of Landlord and Tenant. Tenant must notify Landlord of its desire extend the term of this Lease no later than ninety (90) days prior to the expiration of the then current Lease Term.

ARTICLE TWO: LEASE TERM

Section 2.01. Lease of Premises For Lease Term; "Commencement Date". Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease Term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. Delay in Commencement. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date. Landlord's non-delivery of the Premises to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Premises to Tenant and the Lease Term shall be extended for a period equal to the delay in delivery of possession of the Premises to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Premises to Tenant within sixty (60) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the sixty (60)-day period ends. If Tenant gives such notice, the Lease shall be canceled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease Term shall commence upon the delivery of possession of the Premises to Tenant. If delivery of possession of the Premises to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease. Failure to execute such amendment shall not affect

the actual Commencement Date and expiration date of the Lease.

Section 2.03. Holding Over. Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased to one hundred fifty percent (150%) of the then applicable Base Rent.

ARTICLE THREE: BASE RENT

Section 3.01. Time and Manner of Payment. No later than the Commencement Date, Tenant shall pay the first installment of Base Rent (\$4_____). On the first day of each month of the Lease term thereafter, Tenant shall pay Landlord the Base Rent in advance without offset, deduction or prior demand. The Base Rent, and any other payment required hereunder shall be payable at Landlord's address or at such other place as Landlord may designate in writing. In the event the Commencement Date occurs on other than the first (1st) day of the month, the Base Rent payment for such partial month shall be prorated based on the actual number of days remaining in such month, and the Expiration Date calculated as if the first day of the first full month following the Commencement Date were the actual Commencement Date.

Section 3.02. Rent Increases. Increases in Base Rent shall be pursuant to Paragraph 1.15 above.

Section 3.03. Security Deposit; Increases.

(a) On execution of this Lease, Tenant shall deliver to Landlord cash in the amount specified as the Security Deposit in the Basic Terms. The Security Deposit shall be held by Landlord as security for the performance by Tenant of all of the provisions of this Lease. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default, or the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, then within ten (10) days after demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the deposit to the full amount thereof, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned to Tenant without payment of interest for its use (or, at Landlord's option to the last assignee, if any, of Tenant's interest hereunder) within thirty (30) days after the expiration or earlier termination of this Lease, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit.

(b) Each Time the Base Rent is increased, Tenant shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rent as the initial Security Deposit bore to the initial Base Rent.

ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

Section 4.01. Additional Rent. All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "Rent" shall mean Base Rent and Additional Rent.

Section 4.02. Personal Property Taxes.

(i) Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately from

the Premises.

(ii) If any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.03. Reserved.

Section 4.04. Insurance Policies.

(a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Premises. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be Two Million Dollars (\$2,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by Tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against Tenant's performance under Section 5.05, if the matters giving rise to the indemnity under Section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Premises. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) **Premises Insurance.** During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Premises. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Premises. Tenant shall not do or permit anything to be done which invalidates any such insurance policies. Tenant shall pay to Landlord, within fifteen (15) days of demand, an amount equal to any increase in Landlord's insurance premiums attributable to Tenant's activities within the Premises.

(c) **Evidence of Insurance.** Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, Tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a Certificate of Insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is required to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions.**

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance plus twenty percent (20%) within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" or A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. Tenant acknowledges that the

insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Landlord deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver of subrogation.

Section 4.05. Vehicle Parking. Tenant acknowledges that it has been allocated _____ spots, in the area depicted on Exhibit A. In the event that the Building has any conventions or other uses which require the use of Tenant's parking spaces, Landlord may suspend Tenant's parking privileges in Landlord's sole and absolute discretion by giving forty-eight (48) hours advance written notice to Tenant. Tenant shall direct its employees to park off-site during the pendency of any time that Landlord suspends Tenant's parking rights as set forth herein.

Section 4.06. Late Charges. Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord. Therefore, if Landlord does not receive any Rent payment within five (5) days after it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. Interest on Past Due Obligations. Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

ARTICLE FIVE: USE OF PREMISES

Section 5.01. Permitted Uses. Tenant may use the Premises only for the Permitted Uses set forth in Section 1.06 above. For the avoidance of all doubt, Tenant shall not sell any products, including, but not limited to, food or beverages, or distribute free samples of any Products anywhere within the Building. All food and beverage prepared at the Premises shall be transported off site by Tenant for sale/consumption.

Section 5.02. Manner of Use. Tenant acknowledges that the Building is used by Landlord to host trade shows, conventions and other public gatherings. Tenant's use of the Premises may not in any way interfere with Landlord's normal operation of the Building. Tenant shall likewise not cause or permit the Premises to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the Landlord's use of the Building, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, required for Tenant's occupancy of the Premises and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Premises, including the Occupational Safety and Health Act.

Section 5.03. Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal,

state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sub-lessees or invitees.

Section 5.04. Signs. Tenant shall have no signage rights, and may not display any signage at the Premises or elsewhere at the Building.

Section 5.05. Indemnity. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Premises; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Premises, including any contamination of the Premises or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitees, if applicable.

Section 5.06. Landlord's Access. Landlord or its agents may enter the Premises at all reasonable times to show the Premises to potential tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary in its sole and absolute discretion. Landlord shall not be required to provide advance written notice to Tenant prior to such entry.

ARTICLE SIX: CONDITION OF PREMISES; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01. Existing Conditions. Tenant accepts the Premises in its "AS IS", "WHERE IS" condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Landlord or any Broker with respect thereto.

Section 6.02. Exemption of Landlord from Liability. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Premises or upon other portions of the Premises, or from other sources or places; or (d) any act or omission of any other occupant of the Building. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant.

Section 6.03. Landlord's Obligations.

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, underground utilities, exterior walls and roof of the Premises. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.

Landlord shall likewise maintain the heating or air conditioning systems, as well as any other HVAC/ventilation facilities. Landlord shall not be required to maintain any fire sprinkler/ANSI system located in the Premises, all of which shall be the responsibility of Tenant.

(b) Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Premises in good order, condition and repair.

(c) Tenant shall pay any real property taxes resulting from Tenant's use of the Premises.

Section 6.04. Tenant's Obligations.

(a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Premises and Landlord's Equipment in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Premises or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term. Tenant shall maintain a preventive maintenance contract providing for the regular inspection and maintenance of the filtration systems and grease interceptor. If any part of the Premises or the Premises is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Premises which Tenant is obligated to maintain in a sanitary and fully operative condition.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Premises as required by this Section 6.04, Landlord may, upon five (5) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

(c) Attached hereto as Schedule 1 is a list of all commercial kitchen equipment located in the Premises which is owned by Landlord and which Tenant has requested Landlord to leave in the Premises for Tenant's use (the "Equipment"). Such Equipment shall at all times be and remain the property of the Landlord. Upon the expiration of this Lease or the earlier termination thereof, Tenant shall surrender all such Equipment pursuant to the provisions of Section 6.06 of the Lease. Tenant shall be required to maintain and repair all Equipment in good working order at Tenant's cost and expense. Landlord hereby expressly provides notice to Tenant that the Equipment is being provided in its "as-is" "with all faults" condition and without representation or warranty by Landlord. Tenant is hereby informed by Landlord that not all equipment may be operational, and the cost to repair and make the same operational for Tenant's purposes shall be at the sole cost and expense of Tenant. All necessary equipment repairs during the Term of the Lease shall be the responsibility of Tenant and shall be at Tenant's sole cost and expense.

Section 6.05. Alterations, Additions, and Improvements.

(a) Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Premises.

Tenant shall give Landlord at least thirty (30) days' prior written notice of the commencement of any work on the Premises.

(c) IN ADDITION, AND NOTWITHSTANDING ANY TERM OR PROVISION OF THIS ARTICLE 6 OF THIS LEASE TO THE CONTRARY, TENANT SHALL NOT COMMENCE OR CONDUCT, OR ALLOW TO BE COMMENCED OR CONDUCTED, ANY ALTERATIONS OR WORK OF REPAIR OR REPLACEMENT AT ITS REQUEST OR AUTHORIZATION, OR ALLOW THE DELIVERY OF ANY MATERIALS IN CONNECTION THEREWITH, UNLESS AND UNTIL TENANT HAS COMPLIED WITH EACH AND EVERY TERM OF NEVADA REVISED STATUTES ("NRS") 108.2403, SUCH THAT LANDLORD ACHIEVES THE STATUS OF A "DISINTERESTED OWNER" AS DEFINED AND DESCRIBED IN NRS 108.234. Failure of Tenant to comply with the requirements of this Section 6.05(c) shall be deemed a material breach of this Lease by Tenant.

Section 6.06. Condition upon Termination. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received. In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of Landlord's Equipment.

ARTICLE SEVEN: DAMAGE OR DESTRUCTION

Section 7.01. Partial Damage to Premises.

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Premises. If the Premises is only partially damaged (i.e., less than fifty percent (50%) of the Premises is untenable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, and if the damage was due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, Tenant shall pay to Landlord the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect in which case Tenant shall repair any damage to the Premises and any building in which the Premises is, located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.

(c) If the damage to the Premises occurs during the last three (3) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

Section 7.02. Substantial or Total Destruction. If the Premises is substantially or totally destroyed by

any cause whatsoever (i.e., the damage to the Premises is greater than partial damage as described in Section 7.01), and regardless of whether Landlord receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred.

Section 7.03. Temporary Reduction of Rent. If the Premises is destroyed or damaged and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this Article Seven, any Rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired.

Section 7.04. Waiver. Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Premises.

ARTICLE EIGHT: CONDEMNATION

If all or any portion of the Premises is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the Building in which the Premises is located, or which is located on the Premises, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Premises not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Premises. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Premises, the amount of its interest in the Premises; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

ARTICLE NINE: ASSIGNMENT AND SUBLETTING

Section 9.01. Landlord's Consent Required. No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is an entity, any cumulative transfer of more than ten percent (10%) of the entity (whether stock, membership interests, partnership interests, or otherwise) interests shall require Landlord's written consent, which may be granted or withheld in Landlord's sole and absolute discretion. If Tenant is a corporation, any change in the ownership of a ten percent (10%) or more interest of the voting stock of the corporation shall require Landlord's consent, which may be granted or withheld in Landlord's sole and absolute discretion.

Section 9.02. No Release of Tenant. No transfer permitted by this Article Nine shall release Tenant or change Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

Section 9.04. No Merger. No merger shall result from Tenant's sublease of the Premises under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all sub-tenancies or succeed to the interest of Tenant as sub-Landlord under any or all sub-tenancies.

ARTICLE TEN: DEFAULTS; REMEDIES

Section 10.01. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. Defaults. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Premises or if Tenant's vacation of the Premises lasts longer than ten (10) days or results in the cancellation of any insurance described in Section 4.04;

(b) If Tenant fails to pay Rent or any other charge when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the Rent (or any other consideration) paid in connection with such assignment or sublease over the Rent payable by Tenant under this Lease.

(e) If any Guarantor of the Lease attempts to revoke or otherwise terminate, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

(f) If Landlord determines, in its reasonable discretion, that Tenant is in any way interfering with the operation of the Building and its use by the customers of Landlord.

Section 10.03. Remedies. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the

amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Premises, Landlord shall have the option of (i) retaking possession of the Premises and Recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises is located.

Section 10.04. Reserved.

Section 10.05. Optional Termination. Notwithstanding any other term or provision hereof to the contrary, the Lease shall, at Landlord's option, terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the Premises. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

Section 10.06. Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: PROTECTION OF LENDERS

Section 11.01. Subordination. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust, bonds or mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Premises or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Premises during the Lease Term shall not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. Attornment. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

Section 11.03. Signing of Documents. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04. Estoppel Certificates.

(a) Upon Landlord's written request, Tenant shall immediately execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may require. Tenant shall deliver such statement to Landlord within five (5) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such five (5) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

ARTICLE TWELVE: LEGAL COSTS

Section 12.01. Legal Proceedings. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

Section 12.02. Landlord's Consent. Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. Landlord's liability; Certain Duties.

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises or Premises or the leasehold estate under a ground lease of the Premises or Premises at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within forty-five (45) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than forty-five (45) days to cure, Landlord shall not be in default if such cure is commenced within such forty-five (45) day period and thereafter diligently pursued to completion.

(c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Premises and the Premises, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.02. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.03. Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents' employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 13.04. Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.05. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 13.06. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.07. No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

Section 13.08. Binding Effect; Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights of interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the State of Nevada shall govern this Lease.

Section 13.09. Corporate Authority; Partnership Authority. If Tenant is a corporation or limited liability company, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within ten (10) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors or members authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Within ten (10) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership or certificate of limited partnership.

Section 13.10. Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.11. Reserved.

Section 13.12. Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.13. Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

Section 13.14. Agency Disclosure; No Other Brokers. Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this transaction except:

_____.

In the event that _____ represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

Section 13.15. Reserved.

Section 13.16. Special Provisions; Tenant's Use.

(a) In addition to rights in the Premises, Tenant is hereby granted rights of ingress and egress to and from the Premises by way of the route indicated on Exhibit A. Neither Tenant nor any of Tenant's employees, agents, guests and/or invitees may access any other portion of the Building for any purpose.

(b) In the event of a presidential campaign event (or similar event where security of the Building is the responsibility of the US Secret Service or other governmental agency) Tenant shall obey and abide by all directives given by the agency tasked with providing security. Tenant acknowledges that the foregoing may result in restricting or limiting Tenant's access to and from the Premises, or may result in Tenant being unable to use all or portion of the Premises for a period of time. Landlord shall have no obligation to provide accommodations or rental abatements to Tenant as a result of such disruptions, and Tenant hereby irrevocably releases any claims it may have against Landlord in the future related in any way to restrictions imposed pursuant to this Section 13.16(b).

(c) Tenant acknowledges that Landlord is a governmental entity, and is leasing the Premises pursuant to the provisions of Nevada Revised Statutes chapter 244, including NRS 244.2833. As such, execution and delivery of this Lease by Tenant shall not be binding on Landlord, nor shall circulating this Lease be deemed an

offer to lease by Landlord. This Lease shall be binding on Landlord only at such time as: (i) all the requirements of NRS Chapter 244 have been satisfied; (ii) this Lease has been approved by Landlord's Board of Directors; and (iii) Landlord has countersigned the Lease and delivered the fully executed Lease to Tenant.

Landlord and Tenant have executed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attached to or incorporated by reference in this Lease.

LANDLORD

TENANT

RENO-SPARKS CONVENTION AND VISITORS
AUTHORITY

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT "A"

SITE PLAN

(PREMISES)

EXHIBIT "B"

CONDITION OF PREMISES; TENANT IMPROVEMENT

Notwithstanding anything contained within the Lease to the contrary, Tenant shall accept the Premises in an "AS IS", "WHERE IS" condition.

Tenant shall cause the following improvements to be made to the Premises at Tenant's sole cost and expense: NONE.

EXHIBIT "C"

RULES AND REGULATIONS

(ATTACHED TO AND MADE A PART OF THIS LEASE)

General rules

1. Landlord reserves the right to refuse access to any persons which Landlord, in good faith, judges to be a threat to the safety, reputation, or property of the Premises.
2. Tenant shall not make or permit any noise or odors that annoy or interfere with Landlord's use of the Building.
3. Storage of items outside of the Premises, as well as the storage of inoperable vehicles, inoperable equipment, and fallow materials shall not be permitted.
4. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
5. Tenant shall have no signage rights.
6. Landlord will furnish Tenant, free of charge, with a key to each door in the Premises of which Landlord has in its possession of same. Landlord may charge a reasonable fee for any additional keys. Tenant may not change any lock or install new or additional locks or any bolts on any door of the Premises.
7. Tenant shall not deface the walls, partitions or other surfaces of the Premises.
8. Tenant shall not employ any service or contractor for services or work to be performed in the Premises, except by licensed individuals and as reasonably approved in advance by Landlord.
9. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. Tenant shall not use or keep in the Premises any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than as are typically found in projects of similar quality in the Reno area, or those that have been previously approved in writing by Landlord.
11. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
12. The washroom partitions, mirrors, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags or other substances shall be thrown therein. All damage resulting from any *misuse* of the fixtures shall be borne by Tenant.
13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
14. Tenant assumes all risk from theft or vandalism and agrees to keep its Premises locked as may be required.
15. Tenant shall be responsible for any damage to the Premises and/or Premises arising from such activity as moving of furniture, freight and equipment.
16. Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas

reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.

17. If Tenant requires burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation.

18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Premises and/or the Building and all occupants of the same. Tenant agrees to abide by these and such rules and regulations.

EXHIBIT "D"

GUARANTY OF LEASE

_____ ("Tenant"), and Reno-Sparks Convention and Visitors Authority ("Landlord") have entered into that certain Real Estate Lease (the "Lease") dated as of _____, 2020, for certain property located in Reno, Nevada, as described in the Lease. The undersigned (hereinafter, collectively referred to as "Guarantor") has agreed to guaranty the performance of Tenant under the Lease. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, Guarantor agrees as follows:

1. Guarantor hereby unconditionally guarantees and promises on demand:

(a) to pay Landlord in lawful money of the United States all rents and other sums reserved in the Lease in the amounts, at the times and in the manner set forth in the Lease;

(b) to perform, at the time and in the manner set forth in the Lease, all of the terms, covenants and conditions therein required to be kept, observed, or performed by Tenant;

(c) to pay all debts, liabilities, and other amounts including, without limitation, all rent payable under the Lease, due or to become due to Landlord under the Lease, liquidated or unliquidated, and under all bills of sale, evidences of indebtedness, contracts, or any other instruments or security to which Landlord and Tenant are parties, if any, or in which obligations run from Tenant to Landlord or which are delivered to Landlord in connection with the leasing transaction or transactions contemplated by the Lease (all of which bills of sale, evidences of indebtedness, contracts, other instruments, and security are hereinafter collectively called "Other Agreements"); and

(d) to perform, at the times and in the manner set forth in the Other Agreements, all of the terms, covenants and conditions therein required to be kept, observed, or performed by Tenant.

Guarantor shall pay all of the foregoing amounts and perform all of the foregoing terms, covenants, and conditions notwithstanding that the Lease or any of the Other Agreements shall be void or voidable as against Tenant or any of Tenant's creditors, including a trustee in bankruptcy of Tenant, by reason of any fact or circumstance including, without limiting the generality of the foregoing, failure by any person to file any document or to take any other action to make the Lease or any of the Other Agreements enforceable in accordance with their terms.

2. This Guaranty is a continuing one and shall terminate only on full payment of all rents and all other sums due under the Lease and the Other Agreements and the performance of all of the terms, covenants, and conditions therein required to be kept, observed, or performed by the Tenant, including such payment and performance under agreements made a part of said Lease after the satisfaction of all obligations under the Lease and all earlier agreements with respect thereto.

3. Guarantor authorizes Landlord, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to:

(a) change the amount, time, or manner of payment of rent or other sums reserved in the Lease and Other Agreements;

(b) change any of the terms, covenants, conditions, or provisions of the Lease and Other Agreements;

(c) amend, modify, change, or supplement the Lease and Other Agreements;

(d) assign the Lease and Other Agreements or the rents and other sums payable under the Lease and Other Agreements;

(e) consent to Tenant's assignment of the Lease and Other Agreements or to the sublease of all, or any portion, of the property covered by the Lease;

(f) take and hold security for the payment of this Guaranty or the performance of the Lease and Other Agreements, and exchange, enforce, waive, and release any such security; and

(g) apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine.

Landlord may without notice assign this Guaranty in whole or in part. Guarantor shall not assign this Guaranty without the prior written consent of Landlord.

4. Guarantor waives any right to require Landlord to:

(a) proceed against Tenant;

(b) proceed against or exhaust any security held from Tenant;

(c) notify Guarantor of any default by Tenant in the payment of any rent or other sums reserved in the Lease or Other Agreements or in the performance of any term, covenant, or condition therein required to be kept, observed, or performed by Tenant.

Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of the Tenant, except for a termination of Tenant's obligations under the Lease with Landlord's prior written consent. Until the payment of all rents and all other sums due under this Lease and Other Agreements and the performance of all of the terms, covenants, and conditions therein required to be kept, observed or performed by Tenant, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of, and any right to participate in any security now or hereafter held by Landlord. In addition, Guarantor waives any right to receive money or other sums from Tenant, by way of distribution or otherwise, until the payment of all rents and all other sums due under the Lease and Other Agreements and the performance of all terms, covenant, and conditions therein required to be kept, observed or performed by Tenant. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty.

5. If any action be commenced (including an appeal thereof) to enforce any of the provisions of this Guaranty or to enforce a judgment, whether or not such action is prosecuted to judgment ("Action"), (a) the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees and costs, court costs and reimbursements for any other expenses incurred in connection therewith, and (b) as a separate right, severable from any other rights set forth in this Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred in enforcing any judgment against the unsuccessful party therein, which right to recover post-judgment attorneys' fees and costs shall be included in any such judgment. The right to recover post-judgment attorneys' fees and costs shall (1) not be deemed waived if not included in any judgment, (2) survive the final judgment in any Action, and (3) not be deemed merged into such judgment. The rights and obligations of the parties under this Section 5 shall survive the termination of this Guaranty.

6. The obligations of the undersigned hereunder are independent of the obligations of Tenant. A separate action or actions may be brought and prosecuted against Guarantor, whether an action is brought against Tenant or whether Tenant is joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof.

7. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall be binding on the heirs, personal representatives, successors and assigns of the Guarantor.

8. This Guaranty shall be governed by and interpreted according to the laws of the State of Nevada.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty this ___ day of March, 2018.

[insert signature block]

Schedule 1

List of Equipment



To: RSCVA Board of Directors

From: Robert Chisel, Director of Finance

CC: Phil DeLone, President/CEO
Bob Lucey, Board Chair

Date: January 23, 2020

Subject: **Review, discussion and possible approval to award a bid for RFP 2020-03 (PWP WA 2020-112) to Nelson Electric Co Inc for the Reno-Sparks Convention Center Electrical Service Upgrade in the amount not to exceed One Hundred Eighty Six Thousand Eight Hundred Ninety Dollars (\$186,890)**

Executive Summary

Staff issued and advertised Bid 2020-03 on December 13, 2019, in accordance with NRS 338. This bid was for the removal of two 2500 amp "Pringle Switches" and install new retrofit breakers at the Reno-Sparks Convention Center (RSCC). Responses to the Bid were received on January 14, 2020, with three responsive bidders.

The bids were reviewed by staff with a recommendation to the Board that the award of the bid for the RSCC Electrical Service Upgrade to Nelson Electric Co Inc, as detailed in Bid 2020-03, for an amount of \$169,900 with 10% contingency of \$16,990 for a total not to exceed of \$186,890.

Background

On December 13, 2019, staff issued and advertised Bid 2020-03 for the electrical service upgrade at the RSCC. This electrical service upgrade is to replace the 2500 amp pringle switches that provides a majority of the electrical service and is original to the building. The pringle switches have experienced failure and it is anticipated future failures of the electrical service in the future.

The design of the replacement electrical service was conducted by PK Electrical, Inc., a professional electrical engineering consultant. PK Electrical, Inc. will also act as construction engineer for the Authority during the upgrade.



Responses to the Bid were received on January 14, 2020, from 3 bidders. The bids have been reviewed and the bidder is a responsive bidder and met the bidding requirements. Below is a summary of the bids and the bid amounts.

Contractor	Base Bid	Contingency	Total Contract
Briggs Inc	\$ 194,110	\$ 19,411	\$ 213,521
Nelson Electric Co Inc	\$ 169,900	\$ 16,990	\$ 186,890
Triumph Electric Inc	\$ 179,150	\$ 17,915	\$ 197,065

Staff is recommending an approval of the award for the RSCC Electrical Service Upgrade in the amount of \$186,890 to Nelson Electric Co Inc.

Fiscal Impact

The funds budgeted for this project was a total of \$375,000. The cost of the design and construction engineering is estimated to be \$14,000. Leaving \$361,000 of available budgeted funds for this contract.

Recommendation

Recommend to the RSCVA Board that the award of the bid for the RSCC Electrical Service Upgrade as detailed in Bid 2020-03, to Nelson Electric Co Inc, for an amount of \$169,900 with 10% contingency of \$16,990 for a total not to exceed of \$186,890.



To: RSCVA Board of Directors

From: Robert Chisel, Director of Finance

CC: Phil DeLone, President/CEO
Bob Lucey, Board Chair

Date: January 23, 2020

Subject: **Discussion and possible approval to issue a contract with Custom Sign and Crane, LLC to retrofit the existing message marque sign at the Reno-Sparks Convention Center for an amount not to exceed Ninety-Four Thousand Six Hundred Forty-Seven Dollars (94,647)**

Executive Summary

Staff performed an informal bid for the retrofit of the message sign at the Reno-Sparks Convention Center (RSCC). The sign was installed in 2002 and is experiencing repeated outages and replacement parts have become scarce. Staff determined the most cost-effective approach is to retrofit the sign with current technology and improved pixels.

The Authority received three quotes and all were given full consideration. Staff recommends purchasing the retrofit sign from Custom Sign and Crane, LLC as the lowest quote received, for an amount of \$90,140 with 5% contingency of \$4,507 for a total price of \$94,647.

Background

Improved signage has been a customer request for the RSCC. The current sign is approximately 18 years old and is experiencing frequent breakdowns and is approaching end of life as the parts for the sign are becoming difficult to source and the sign quality has diminished.

This retrofit of the message sign will result in an increased size of approximately and have improved visuals as the current sign has a pixel rate of 19 mills with the retrofit sign being at a pixel rate of 10 mills. The retrofit sign will also utilize multicolor LED modules, as opposed to RGB (red, green, blue) to create improved messages and graphics. In addition, there is anticipated improvement in reliability and reduced power usage.



Staff has pursued an informal bid process and received three quotes for a rebuild of the sign. Below is the quote summary.

Vendor	Sign Area (Sq Ft)	Pixel	Quote	Contingency (5%)	Total
American Sign and Lighting	103	10 mill	\$ 94,730	\$ 4,737	\$ 99,467
Custom Sign and Crane	122	10 mill	\$ 90,140	\$ 4,507	\$ 94,647
YESCO	103	10 mill	\$100,950	\$ 5,048	\$105,998

Fiscal Impact

The cost of the rebuilt sign is to not exceed \$94,647 and funding for the sign will come from the approved Capital Budget for Fiscal Year 2019/20. The budgeted amount for digital monitors is \$175,000, leaving the remainder for additional interior digital signs.

Recommendation

Staff recommends the Board approve a contract with Custom Sign and Crane, LLC to retrofit the existing message marquee sign at the Reno-Sparks Convention Center for an amount not to exceed Ninety-Four Thousand Six Hundred Forty-Seven Dollars (94,647).

Custom Sign & Crane, LLC.

NV Contractors License # 61029

January 15, 2020

Trent Leferriere

Reno / Sparks Convention Center

Pylon LED Sign

Dear Trent,

Please accept our price quote:

**Furnish and install 1ea double faced, Optec 10mm color message center. 264 x 432 matrix.
Price includes removal and disposal of existing EMC and all labor and equipment necessary
to complete the project.**

Price: \$90,140

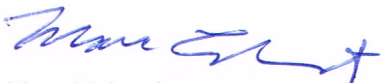
Cabinet size 8' 7" x 14' 2"

***Price includes a 5 year shop labor and parts warranty and a 1 year field labor warranty
Price includes fiber communication***

- Notes: 1) This work **will be** performed as directed by Reno / Sparks Convention Center.
2) This proposal is firm for acceptance within **(15)** working days from the above date,
after that time additional costs may be incurred due to increases in material.
3) Plus applicable taxes

If you have any questions regarding this proposal, or if we may be of any further service to your firm, please do not hesitate to contact our office.

Thank you,



Marc Lipkowitz
Manager
Custom Sign and Crane, LLC

Marc Lipkowitz
Custom Sign & Crane
 PO Box 21026
 Carson City, NV, 89721
 775-884-1818

Ship To Address
Custom Sign & Crane
 3350 Centennial Park Dr
 Carson City, NV, 89706

Quotation #: 2019-005937-002
 Quotation Date: 1/14/2020
 Project Name: Reno Convention Center
 Prepared by: Ashish Shah
 Quote Valid: 60 days

Optec Model: INF-MOD-10-RGB-Z-P-D-QR

Display Specifications

Product Line:
LED Pixel Pitch: 10.0mm
Matrix Size: 264 x 432
Viewing Area: 8' 7 15/16" x 14' 2 1/16"
Cabinet Size: 8' 7 15/16" x 14' 2 1/16" x 6 1/2"
Color: RGB
Color Processing: RGB 281 Trillion Levels-M
LED's per pixel: Red: 1 Green: 1 Blue: 1
Total # of LED's: 684288
Character Size: 2.75 Inches
of Lines/Char. Line: 37 line(s), 72 characters
Brightness: 10000 NIT's (+-5%)
Viewing Angle: 140 Degrees Horizontal
Display Configuration: Double Face (2 Cabinets - Primary/Secondary)
Maintenance Door: Front
Cabinet Design: Non-Hinged Sectional w/o border
Display Net Weight: 1507.75 lbs. per face (+/- 10%)
Ventilation: Rear Vent

Standard Features

Dimming Levels: 100 - Auto & Manual
Dimming/Temp. Sensor: Included
Crate: Included
Software: ME Pro Plus
Software Upgrade: 5 Years Software Upgrades
Software Training: Webinar

Electrical & Venting Requirements

AC Power Required: Single Phase 120V or 240V 50/60Hz
Total Boot Up Amps* (120V): 89.3
Regular Operating Amps* (120V): 25.91
Example Electrical Cost* (120V): US\$4.05/Day
Venting Requirement*: 1709.92 CFM

Terms of Purchase

FOB: Ontario, CA
Payment Term: 50% Deposit, Balance Net 30
Delivery Lead Time*: 8 Weeks
Warranty*: 5 Year Parts/In Factory Labor Warranty



P.O. Box 837
Reno, NV 89504 USA
t: 775.827.7600
VisitRenoTahoe.com

To: RSCVA Board of Directors
From: Tasha Courtney, Events & Digital Marketing Manager
Cc: Phil DeLone, President & CEO
Jennifer Cunningham, Executive Vice President
Esther Isaac, Director of Marketing
Date: January 23, 2020
Subject: 2020 Calendar-Year Special Event Partnership Funding
Recommended Award Allocations

Executive Summary

This report summarizes staff recommendations for the allocation of 2020 calendar-year Special Event Partnership Funding.

The Reno-Sparks Convention & Visitors Authority (RSCVA) facilitates a Special Event Partnership Funding program for annual special events. The program is characterized as a partnership (corresponding to a sponsorship), rather than a grant, and is a marketing opportunity providing financial resources that enable events to broaden their advertising, promotional and publicity efforts. Funding is not intended to offset the operational costs of event production. The resulting funding partnerships also present sponsorship opportunities to the RSCVA to expand our own marketing and sales efforts.

Applications are accepted once a year for events that take place in the subsequent calendar year and applying does not imply that funding will be awarded. Applications are reviewed by a team of RSCVA managers and executive staff and their allocation recommendations are presented to the RSCVA Board of Directors for approval. The application deadline for 2020 funding consideration was November 26, 2019 and there is \$500,000 budgeted with \$7,500 left over from 2019's contingency fund for possible distribution. Thirty-two (32) events representing \$817,700 in total requests were received.

Background/Analysis

In February 2007, the RSCVA Board of Directors approved an annual special events funding program. Additional revisions and modifications were approved by the RSCVA Board in March 2010, September 2011 and August 2016. Specific to Partnership Funding, special events are currently defined as:

An organized annual event that generates overnight visitors for two or more Washoe County lodging properties, as well as out-of-area marketing exposure, and is of interest to the general public. Historically these events have included, but are not limited to: festivals, fairs, community events and certain sporting events. Qualified events must reinforce the RSCVA's branding message, provide the RSCVA with a sustainable and appealing destination message, and attract overnight visitors.

Events play an integral role in the destination's appeal to potential visitors and positively impact our community in many ways:

- **Room Nights:** Events motivate travelers to visit the destination, thereby generating new incremental room nights at desirable rates for Washoe County lodging properties.
- **Destination Awareness:** Events can generate awareness and positive perception for the destination because of their out-of-market advertising, social media and promotional efforts.
- **Repeat Visitation:** Visitors who come to the destination and have an enjoyable experience at an event may be more likely to return in the future.
- **RSCVA Messaging:** Events enhance the RSCVA's destination branding and communications to promote Reno Tahoe.
- **Economic Impact:** Out-of-market spectators and participants who travel to the destination because of an event contribute to the financial vitality of Washoe County.

Applications were evaluated by a committee comprised of RSCVA managers and executive staff who are knowledgeable and experienced in the event industry. The evaluation process included an analysis of each event's submitted information and incorporated discussion about the applicant's current (or potential) benefit to the destination.

Events are judged on their written submission, how they compare to other applicants in their category (Emerging, Established and Legacy), the funding that is available and the destination's current situation analysis. Money may also be allocated to a Contingency Fund for potential new events or for educational opportunities. Only events that are new to the destination may apply for funding outside of the normal application cycle and must submit the same application and meet the same requirements as events participating within the funding cycle.

The proposed funding allocations are based on a qualitative, rather than a quantitative, analysis that include the following considerations:

- **Application:** Is the application complete; were all questions answered and required information provided? Was the submitted information reasonable, viable and compelling?
- **Event Dates:** Does the event occur in a "need" period or during an already busy visitor season? Would its absence adversely affect lodging occupancy? Is the event definite or tentative pending assessment by the producing organization regarding its viability or outcome of the funding awards?
- **Annual Occurrence:** Is there a term limit regarding the number of years that event can/will be held in the destination? Will the event be held annually? Does it have potential for growth and long-term sustainability?
- **Attendance:** What is the projected attendance, including participants (if applicable) and spectators? What percentage is estimated to be locals versus out-of-market visitors? Can the event expand upon their current attendance? Are there capacity constraints?

- **Room Nights:** What are room night projections? Is there a potential for growth in overnight stays with additional marketing efforts? Is the funding request reasonable when compared to the room nights that can potentially be generated?
- **Uniqueness, Appeal and Positive Alignment:** Is the event unique and/or iconic to the destination? Are there similar events in primary visitor markets? Would the event appeal to potential visitors? Does the event align with the RSCVA's mission? Does it positively highlight the communities of Reno, Sparks, Incline Village, Crystal Bay and/or Washoe County?
- **Washoe County Affiliation:** Does the event occur in Washoe County or demonstrate the ability to generate room nights in the County? If event occurs outside of Washoe County or takes place in multiple locations (both in and out of the County), does it generate significant room nights and promote Washoe County as the primary bed base?
- **Out-of-Market Awareness:** Can the event generate out-of-market awareness for the destination that increases the likelihood of attracting overnight visitors? Awareness can be in the form of traditional advertising, social media, web-based efforts or earned media value. Does it support Reno Tahoe branding and messaging?
- **Financial:** Is the event financially stable? Is the funding request less than 25% of the event's cash operating budget? Is the event dependent on RSCVA funding to occur? In the case of a new event, does it have a realistic plan to sustain through "year one" such as revenue and expense projections, marketing plan, estimated attendance and room nights?
- **Funding Use:** Does RSCVA funding make a difference? Did the event clearly demonstrate how RSCVA Partnership Funding would be used to augment their marketing, advertising and promotional efforts? Would a reduced award, or no award, negatively impact event's ability to maintain or grow their promotional efforts?
- **Lodging Partnerships:** Will the event establish partnerships with at least two Washoe County lodging properties in the form of room block, sponsorships, venues or marketing support? Are current lodging partners acknowledged and promoted on event's website?
- **Television or Webcast Affiliation:** Will the event be aired on network TV, cable TV or Webcast as a scheduled broadcast? Is the broadcast professionally produced and does it positively highlight the destination? What is the potential viewership and who is the audience?
- **Sponsor Amenities:** Will the event extend sponsorship amenities to the RSCVA that support its mission and/or strategic objectives. Do the potential amenities offer an opportunity for the RSCVA to broaden its own marketing, sales or promotional efforts to a new audience?
- **Facility/Venue:** Does the event take place in an RSCVA facility and does it receive facility concessions?
- **Event Producer/Promoter:** Does the event have professional management? Is it produced by paid staff or by volunteers?

In addition to supporting events that impact room nights, the panel felt it was also essential to assist events that enhance the arts, cultural heritage and social diversity, as well as events that align with the RSCVA's "Ambition" brand.

Fiscal Impact

None at this time. Special Event Partnership Funding is a planned marketing program and \$500,000 has been previously budgeted, per Board directive.

Recommendation

Staff recommends that the RSCVA Board of Directors accept this report and approve the distribution recommendations for 2020 Special Event Partnership Funding as follows:

Emerging Events:

- Bass Camp in the Park: \$2,000
- Comstock Arabian Spring Fiesta: \$3,000
- IRC Endurofest: \$3,500
- ABBI American Heritage West: \$4,000
- Reno Snaffle Bit Futurity: \$10,000
- Northern Nevada Dragon Boat Festival: \$8,000
- SuperCrawl – Rock Crawling World Championship: \$8,000
- Dragon Lights Festival: \$7,500
- PCCHA Road to Reno: \$5,000
- Tahoe Film Fest: \$15,000
- Region 3 Arabian Championship Show: \$11,000
- Reno Pop Culture Con: \$11,000
- Off Beat Music Festival: \$17,000

Established Events:

- Northern Nevada Celtic Celebration: \$2,500
- Coors Light Boneyard Blast: \$5,000
- Northern Nevada Pride: \$9,000
- Street Vibrations Spring Rally: \$10,000
- Zombie Crawl: \$8,000
- Reno Jazz Festival: \$4,000
- Classical Tahoe: \$10,000
- Lake Tahoe Shakespeare Festival: \$15,000
- Bob Feist Week: \$15,000
- Reno River Festival: \$20,000
- Wrangler/Professional's Choice ACTRA National Finals: \$17,000
- Lucas Oil Off Road Racing Silver State Showdown: \$17,000

Legacy Events:

- Artown: \$25,000
- Street Vibrations Fall Rally: \$15,000
- The Great Reno Balloon Race: \$30,000
- Barracuda Championship: \$65,000
- National Championship Air Races (2 parts)
 - Marketing: \$10,000
 - NBC Sports Broadcast presenting sponsorship: \$120,000

Contingency Funds: \$5,000

Attachments: Funding Distribution Recommendation Spreadsheet (4 pages); Event Descriptions (4 pages)



To: RSCVA Board of Directors

From: Sheri Nill, Director Human Resources

Cc: Phil DeLone, President & CEO

Date: January 17, 2020

Subject: **Proposed Revisions to:**
HR Policy 200.204 Hiring and Selection
HR Policy 200.205 Background Checks
HR Policy 200.211 Hours of Work
HR Policy 200.212 Reporting Work Related Injuries
HR Policy 400.403 Drug Free Workplace
HR Policy 500.502 Overtime
HR Policy 500.509 Paid Leave

Summary

RSCVA's HR Department recently audited its internal policies and determined several policies needed to be updated to be consistent with new Nevada law related to pre-employment drug testing and paid leave as well as reflect changes in internal processes.

Recommendation

Therefore, Staff recommends revisions to the following RSCVA's Policies as described below:

HR Policy 200.204 Hiring and Selection: RSCVA staff recommends minor changes to this policy to reflect the practice of hiring approval by the CEO, notification of HR by the hiring manager, and appropriate pre-employment screening by the HR department.

HR Policy 200.205 Background Checks: RSCVA staff recommends revisions to this policy to clarify that background checks are conducted post-offer but a failure to pass a background check will result in the offer being rescinded.

HR Policy 200.211 Hours of Work: RSCVA staff recommends revisions to this policy to clarify the work week maintained by the RSCVA and to clarify that RSCVA utilizes outside temporary workers rather than "registry or contract" employees.

HR Policy 200.212 Reporting Work Related Injuries: RSCVA staff recommends revisions




to this policy to designate and clarify the RSCVA clinic for workplace injuries.

HR Policy 400.403 Drug Free Workplace: RSCVA maintains a drug free workplace and drug tests applicants for its positions. Nevada enacted AB 132 which, among other things, requires that if an employee is required to submit to a screening test within the first 30 days of employment, the employee may, at his or her own expense, submit to an additional screening test to rebut the results of the initial screening test and an employer must accept and give appropriate consideration to the results of a such screening test. *Id.* RSCVA recommends revisions to its Drug Free Workplace policy to indicate that employees who are drug tested within the first 30 days of employment may submit, at their own expense, to an additional test, and the RSCVA will give the results appropriate consideration to be consistent with Nevada law.

HR Policy 500.502 Overtime: RSCVA staff recommends revisions to this policy to clarify and simplify the policy to be clear that the RSCVA pays overtime as required by law.

HR Policy 500.509 Paid Leave: Nevada enacted a Paid Leave law for private employees with over 50 employees. The RSCVA is a public employer with fewer than 50 employees and thus is not technically subject the new Nevada Paid Leave law requirements. However, the RSCVA would like to continue to be a competitive employer in the market. As such, RSCVA staff recommends a minor revision to the RSCVA Paid Leave policy to allow part time employees (of which the RSCVA currently has two) to accrue sick leave per hour worked consistent with the intent of the new Nevada Paid Leave law.

 POLICIES AND PROCEDURES		Page(s):	1 of 2
		Saved As:	HR Policy 200.204
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	HIRING AND SELECTION	Reviewed:	<u>124/1912/17</u>
Governing Board Approval		Date:	<u>04/2017</u>
		Revised:	

SCOPE:

Organization wide.

PURPOSE:

To select and place personnel on the basis of merit, skills, qualifications, and competence. This policy shall be applied without regard to any individual's race, religious creed, color, age, sex, sexual orientation, gender identity and expression, national origin, religion, marital status, medical condition, disability, military service, pregnancy, childbirth and related medical conditions, or any other classification protected by federal, state, and local laws and ordinances.

POLICY:

RSCVA in its selection and hiring process does not discriminate as outlined in the Non-Discrimination Policy.

While the Non-Discrimination Policy generally applies, employment of relatives in the same department is not acceptable where a conflict of interest may arise. Please refer to the Hiring of Relatives policy for more details. If co-workers marry, every effort will be made to transfer one of the employees to another department into a position for which he/she is qualified.


PROCEDURE:

After the applicant has gone through the recruitment process and is deemed appropriate for hire by both the manager and the Human Resources Department, and the hiring has been approved by the President/CEO, the steps for hiring are as follows:


~~4. The Hiring department manager is to complete a Personnel Action Form (PAF) with the appropriate information (e.g. starting date, status, etc.) notify HR upon decision to hire an applicant and attach it to the applicant's employment application. The Human Resources Department will at this point start the pPre-employment process background investigation as well as the pre-employment physical examination process.~~

1.

2. After all necessary background screens and the appropriate pre-employment paperwork is completed, the applicant will be scheduled to work provided he/she has completed all of the hiring process requirements.

 POLICIES AND PROCEDURES		Page(s):	1 of 2
		Saved As:	HR Policy 200.204
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	HIRING AND SELECTION	Reviewed:	<u>121/1912/17</u>
Governing Board Approval	Date:	<u>04/2017</u>	Revised:

3. Employment and any offer made are contingent on the results of the pre-employment investigation, including pre-employment, post-offer background check and drug test. Please also see the RSCVA's separate Drug Free Workplace Policy for further details as to the pre-employment, post-offer drug test.
4. Human Resources Department will schedule the new employee to attend a General Orientation session within sixty (60) days of employment.

 POLICIES AND PROCEDURES		Page(s):	1 of 2
		Saved As:	HR Policy 200.205
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	BACKGROUND CHECKS	Reviewed:	124/19
Governing Board Approval		Date:	<u>4/2017</u>
		Revised:	

SCOPE:

Organization wide.

PURPOSE:

A pre-employment check of a candidate's background serves as an important part of the selection process and is conducted to promote a safe work environment; protect key organizational assets such as people, property and information and enables the hiring authority to make prudent hiring decisions based upon more comprehensive job-related information.

POLICY:


It is RSCVA's policy that all selected applicants are subject to a background check. Background checks are conducted post-offer. The Human Resources department provides appropriate release forms to the selected applicant prior to beginning the background check and coordinates the background check process. (The actual background check is conducted by an outside vendor)

All recruitment information shall carry appropriate language stating that a post-offer, pre-employment check will be conducted and that employment is conditioned on successful completion of the check and that the ~~employee will be released~~offer will be rescinded if the employer is not satisfied with the results of the background check.

A background check should be initiated at the onset of new employee processing and any offer made is contingent on the results of the pre-employment investigation.

The categories of background checks include, but are not limited to:

- Confirmation of a person's identity
- Review of criminal conviction records
- Verification of legal right to work
- Verification of social security number
- Verification of educational degree, license, or certificate required for the position
- *Review of Department of Motor Vehicles records

 POLICIES AND PROCEDURES		Page(s):	1 of 2
		Saved As:	HR Policy 200.205
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	BACKGROUND CHECKS	Reviewed:	124/19
Governing Board Approval		Date:	<u>4/2017</u>
		Revised:	

- **Drug testing further detailed in the RSCVA's separate Drug-Free Workplace Policy


PROCEDURE:

A contingent offer of employment is made to a selected applicant and the following steps will be followed to ensure a complete background screening.

1. The applicant is notified of the need to provide authorization for a background screening. The applicant is provided with all necessary documents as well as detailed information regarding the background screening process.
2. After ~~an~~ authorization is received, the required forms are forwarded to the selected vendor to begin the background screening.
3. Once the results of the check are received, the department manager is notified of clearance. In instances where negative information is obtained, Human Resources in collaboration with RSCVA Administration will make an assessment of the potential risks and liabilities associated with hiring the applicant and make a final decision.
4. The Human Resources department will comply with all requirements of the Fair Credit and Reporting Act.
5. The Human Resources department will be responsible for the keeping of any records or other information generated by background checks. The material will be maintained in accordance with state and federal laws as well as RSCVA policies and procedures on privacy.
6. ~~The Facility may conduct background checks on any employee, at any time for cause and/or suspicion.~~

*Review of Motor Vehicle records will only be completed for those position requiring employee to drive.

**Drug screens will be conducted on those positions which pose a potential health and safety risk.

 POLICIES AND PROCEDURES		Page(s):	Page 1 of 4
		Saved As:	HR Policy 200.211
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	HOURS of WORK	Reviewed:	<u>12/17</u> <u>12/19</u>
Governing Board Approval	Date:	<u>4/2017</u>	Revised:

SCOPE:

Organization wide.

PURPOSE:

The RSCVA assigns, modifies and schedules days and hours of work for employees at the discretion of management in accordance with business operational needs and applicable wage and hour regulations. Workdays and work weeks are the basis for determining straight time and overtime pay, as required by law.

POLICY:

The RSCVA shall maintain a 24 hour per day, 7 days per work week schedule as necessary in order to provide services to the community.


All employees shall be informed on date of hire that it is the RSCVA's prerogative to determine their schedule and work hours according to operational requirements. As such, they may be expected to work on Saturdays, Sundays and holidays at the direction of the Department Director/Manager depending upon the work load of their department.

DEFINITIONS:

Workday – A workday is a consecutive 24-hour period beginning at the same time each day.

Work Week – A work week consists of a seven (7) day period beginning on Sunday and ending on Saturday.

Hours Worked – Only productive hours worked count toward overtime computation ~~except Call Back~~. Non-productive hours (Paid Vacation, Holiday or Sick Time, Jury Duty, Bereavement, On Call etc.) do not count toward the overtime pay computation. All elapsed time, from the moment an individual actually commences work until the work is finished for the day, except for time spent at a meal period, constitutes a day's work. Arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performs no work for the RSCVA during such

 POLICIES AND PROCEDURES		Page(s):	Page 2 of 4
		Saved As:	HR Policy 200.211
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	HOURS of WORK	Reviewed:	12/17 <u>12/19</u>
Governing Board Approval		Date:	<u>4/2017</u>
		Revised:	

intervals. Unauthorized overtime will be paid, but employees may be subject to discipline for continued unauthorized overtime.

Rest Periods – Nevada law states that rest periods are to be provided, insofar as practicable, in 10-minute duration for each four hours or major fraction thereof. The number of rest breaks that the employees are entitled to receive:

- One break if at least 3 ½ but less than 7 hours are worked;
- Two breaks if at least 7 but less than 11 hours are worked;
- Three breaks if at least 11 but less than 15 hours of work are worked; and
- ~~Four breaks if the employee works at least 15 but less than 19 hours are worked.~~

Authorized rest periods are considered productive hours and count toward the computation of overtime.

Meal Periods


Nevada law states that employees are entitled to a meal period of at least one-half hour in a continuous eight-hour period.

All breaks and meal periods must be taken outside the work area. Employees may leave the premises for their meal periods.

WORK SCHEDULES:

In order to utilize employees effectively, a definite work schedule must be established for each employee by the Department Director/Manager. An employee will normally be scheduled for and expected to work the normal number of hours related to his/her employment status. However, the RSCVA has the right to schedule employees for either more or less hours of work depending on the needs of the RSCVA operations. Factors affecting the scheduling of work include, but are not limited to:

1. In period of low census, employees may be asked to work less than their normal scheduled hours, told to go home before the end of their normal shift, or told as early as possible that they will not be needed on a previously scheduled day. Days off without pay will be given on the basis of volunteers first, per diem, and then rotation between full time and part time but ultimately based on staffing requirements as determined by unit Director/Manager.

 POLICIES AND PROCEDURES		Page(s):	Page 3 of 4
		Saved As:	HR Policy 200.211
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	HOURS of WORK	Reviewed:	<u>12/17</u> <u>12/19</u>
Governing Board Approval		Date:	<u>4/2017</u>
		Revised:	

2. During Special Event situations, employees may be asked to work extra shifts or to stay past normal quitting time. The RSCVA requests flexibility during these circumstances.
3. Weekends are measured as the period between Friday through Sunday as defined by RSCVA pay practices.
4. Each Department Director/Manager must be certain that all time schedules are clearly understood by his/her personnel.
5. Work schedules must be prepared as per the RSCVA's needs.


NOTE: Care should be taken to give employees as much advance notice as possible when there is to be an increase or decrease in their work schedule.

When there are an insufficient number of employees who volunteer for an increase in scheduled hours, the schedules may be assigned by:

1. Increasing part-time hours
2. Increasing casual hours
3. Requiring overtime
4. Using outside ~~registry or contract~~ Temporary employees

When there are an insufficient number of employees who volunteer for a reduction in scheduled hours, the schedule will be reduced by:

1. Reducing/eliminating outside ~~registry or contract~~ Temporary employees
2. Reducing/eliminating casual employees
3. Reducing/eliminating part time hours and
4. Reducing full time hours

 POLICIES AND PROCEDURES		Page(s):	Page 4 of 4
		Saved As:	HR Policy 200.211
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	HOURS of WORK	Reviewed:	12/17 <u>12/19</u>
Governing Board Approval	Date:	<u>4/2017</u>	Revised:

In the event of either increased work load or decreased work load, the Director/Manager may apply equitable systems of work sharing among employees when this approach is practicable.

When working temporarily reduced hours, an employee may use accrued/unused paid vacation, sick and holiday hours to supplement hours within the pay period up to the employee's regular schedule.


CHANGES IN SCHEDULES:

Employees may request changes in their working schedule. In considering such request, the Director will base their decisions on the following criteria:

1. Department need
2. The availability of an authorized position
3. The skills and experience required for the specific job
4. The past performance and qualifications of the employee
5. The availability of a qualified replacement for the employee requesting a change of work schedule

Under no circumstances may an employee engage another employee to work all or part of his/her shift without the knowledge of their Director/Manager.

Changes of work schedules as well as unusual work assignments must be reviewed with the employee by the Department Director/Manager. In cases of permanent changes of shift or hours of work, at least one (1) week notice must be given.

 POLICIES AND PROCEDURES		Page(s):	Page 1 of 1
		Saved As:	HR Policy 200.212
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	REPORTING WORK RELATED INJURIES	Reviewed:	<u>12/17/19</u>
Governing Board Approval	Date:	4/2017	Revised:

SCOPE:

Organization wide.

POLICY:

To provide a guideline for the investigation, treatment, and processing work of related injuries to employees.

PROCEDURE:

When an employee is injured on the job or incurs a work related illness, it must be reported immediately to the department director/manager/supervisor and/or Human Resources. All appropriate documentation must be filled out entirely.


If the injury is severe, the employee is to go to the Emergency Department immediately for assessment and treatment, or to be stabilized before being sent to the primary care clinic designated by the third party administrator responsible for administering the worker's compensation claims. The current third party clinic designated for work related injuries is Specialty Health Clinic located on the UNR campus.

If an employee refuses treatment, they must fill out all appropriate paperwork.

Employees returning to work from a work injury must have the releases of the treating physician.

The All worker's compensation/work related injury claims must be reported to the third-party administrator.

Failure to report work related injuries may result in disciplinary action, up to and including termination.

 POLICIES AND PROCEDURES		Page(s):	Page 1 of 3
		Saved As:	HR Policy 400.403
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	DRUG FREE WORKPLACE	Reviewed:	<u>12/17</u> <u>12/19</u>
Governing Board Approval	Date:	<u>4/2017</u>	Revised:

SCOPE:

Organization wide.

PURPOSE:

To maintain a safe, healthy, and efficient work environment free of alcohol and substance abuse for its employees, customers, and visitors. The RSCVA intends to maintain a drug-free workplace.

POLICY:


It is the responsibility of the RSCVA and all of its employees to maintain and promote a safe, healthful and efficient working environment and to deliver services to the public in a safe and conscientious manner.

The RSCVA has a strict policy regarding the inappropriate use and possession of drugs and alcohol. This policy recognizes that employee involvement with the inappropriate use of alcohol or drugs and/or alcohol can be extremely disruptive and harmful to the workplace. Such conduct ~~it~~ can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. Accordingly, all employees must report for work fit to perform their jobs.

Possession, distribution, use, or sale of any unlawful drug while on duty or on the RSCVA premises, or reporting to work under the influence of such substances is strictly prohibited. Misusing prescription medication and reporting to work under its influence is also forbidden.

It is essential that all employees comply fully with this policy. Employees who violate this policy are subject to corrective or disciplinary action up to and including discharge.

Moreover, we are committed to providing assistance to our employees to overcome substance abuse problems. The RSCVA will reasonably accommodate any employee who wishes to voluntarily disclose, enter and participate in an alcohol or drug rehabilitation program. This accommodation may include an adjusted work schedule or time off without pay, provided the accommodation does not impose an undue hardship on the RSCVA. ~~You~~

 POLICIES AND PROCEDURES		Page(s):	Page 2 of 3
		Saved As:	HR Policy 400.403
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	DRUG FREE WORKPLACE	Reviewed:	12/17 <u>12/19</u>
Governing Board Approval	Date:	4/2017	Revised:

Employees may use any accrued PTO benefits while on leave under this policy. However, additional benefits will not be earned during the unpaid portion of the leave of absence. A leave of absence under this policy will be subject to the same provisions and rules as apply to medical leaves of absence as discussed later in this Policy Manual. The RSCVA will attempt to safeguard the privacy of an employee's participation in a rehabilitation program.

Drug and Alcohol Testing

Applicants and employees are required to undergo drug and alcohol testing under certain times and circumstances as described in brief below and in detail in the RSCVA's separate Drug-Free Workplace Policy.

1. Pre-Employment Drug and Alcohol Screening

All applicants ~~for regular employment~~ who have been given a conditional offer of employment shall be required to undergo a pre-employment ~~examination which includes a reliable~~ urinalysis test to determine the presence of illegal drugs or controlled substances. In addition, applicants may be subject to a blood test to determine the presence of alcohol.


2. Reasonable Suspicion Testing of Current Employees

Where there is reasonable suspicion to believe that an employee has violated any provision of RSCVA's Drug-Free Workplace Policy, the RSCVA may require that the individual undergo a blood or urinalysis for the presence of any illegal drug, controlled substance, or alcohol. A positive drug or alcohol test will result in discipline up to and including termination of employment.

3. Post-Accident/injury testing

The RSCVA shall conduct testing post-accident/injury to ensure that drugs nor alcohol were a contributing factor to any on the job accident or injury. A positive post-accident/injury drug or alcohol test will result in discipline up to and including termination of employment.


4. Any Testing Within First 30 Days of Employment

 POLICIES AND PROCEDURES		Page(s):	Page 3 of 3
		Saved As:	HR Policy 400.403
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	DRUG FREE WORKPLACE	Reviewed:	<u>12/17</u> <u>12/19</u>
Governing Board Approval	Date:	<u>4/2017</u>	Revised:

In the event an employee is drug tested for any reason within the first thirty (30) days of their employment, the employee shall have the right to submit to an additional drug test, at his or her own expense, to rebut the results of the initial drug test. The RSCVA will accept and give appropriate consideration to the results of the employee's drug test under all the circumstances.

4.5. Post-Rehabilitation Testing

The RSCVA shall conduct periodic testing as specified in an agreement between the RSCVA and the employee which shall precede the employee's return to work following the employee's successful completion of a bona fide drug or alcohol rehabilitation program.

 POLICIES AND PROCEDURES			Page(s):	Page 1 of 24
			Saved As:	HR Policy 500.502
Manual:	HUMAN RESOURCES		Formulated:	01/17
Subject:	OVERTIME		Reviewed:	1/18 <u>11/19</u>
Governing Board Approval		Date:	<u>4/2017</u>	Revised:

SCOPE:

All Non Exempt employees

POLICY:


To ensure proper payment of hours worked in accordance with current, applicable State and Federal labor law. A workweek is defined as from 00:00 Sunday to 23:59 Saturday.

PROCEDURE:

- A. Overtime will be paid in compliance with Nevada state and federal law. ~~Employees making less 1.5 than minimum wage (\$12.38) will receive daily overtime after 8 hours of work. Employees making at least 1.5 times minimum wage (\$12.38) will receive overtime after 40 hours of work in a workweek. (NRS 608.250)~~
- B. All overtime must be authorized by the Supervisor, prior to the working of overtime. If overtime is worked without prior authorization, the overtime worked will be paid; however, employees working unauthorized overtime will be subject to discipline, up to and including termination.
- C. ~~Sick leave, vacation, holiday, jury duty, bereavement and on call hours will not be counted as hours worked when computing overtime. Call back hours worked are paid at time and a half of the regular rate of pay and is not counted towards the calculation of overtime.~~
- D. ~~Unauthorized overtime may result in progressive discipline up to and including discharge.~~

The RSCVA reserves the right to require overtime, when applicable. The department managers will alert employee(s) of the need to work overtime. A refusal to work overtime is grounds for disciplinary action, up to and including termination., ~~and if the employee(s) refuse to work, there could be grounds for disciplinary actions.~~

The overtime requirements of applicable state and federal labor laws do not apply to salaried employees exempt from overtime requirements.

 POLICIES AND PROCEDURES		Page(s):	Page 1 of 4
		Saved As:	HR Policy 500.509
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	PAID TIME OFF AND ACCURALS	Reviewed:	<u>12/17/2020</u>
Governing Board Approval	Date:	Revised:	<u>1/2020</u>

SCOPE:

Organization wide.

PURPOSE:

To provide our eligible employees with the ability to accrue and use paid vacation, sick and holiday time.

ELIGIBLE EMPLOYEES

~~Full-time All regularly schedule employees who work more than 90 days will accrue sick time. Regular Full time employees will accrue vacation time. Excluded are all other employees including, but not limited to, temporary employees and casual employees.~~

POLICY:

A. Paid Vacation Time


Paid vacation benefits are paid days available to eligible full time employees to be used for any personal reason including, but not limited to, vacation plans, personal days, or attendance at continuing education programs which the employee is not required to attend nor directed by management to attend.

B. Paid Sick Time

~~Following 90 days of employment, eligible employees will be entitled to utilize accrued pPaid sick hours. leave may be used for the employee's own and immediate family members' illness.~~

There will be no compensation for absences due to illness or injury once all of the employee's accrued sick leave is exhausted, unless they opt to use paid vacation time (if applicable).

Deductions from exempt employees' sick leave banks will be based on two-hour increments. Exempt employees who exhaust their sick leave and continue to be absent for reasons of injury or illness will have deductions made from their salary for full day absences only, unless their absences have been designated as intermittent leave under the Family Medical Leave Act or they opt to use paid vacation time. In cases of FMLA intermittent leave, the deductions from an exempt employee's salary will be

 POLICIES AND PROCEDURES		Page(s):	Page 2 of 4
		Saved As:	HR Policy 500.509
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	PAID TIME OFF AND ACCURALS	Reviewed:	<u>12/17/2020</u>
Governing Board Approval		Date:	<u>1/2020</u>

made consistent with the FMLA's requirements. Exempt employees who believe deductions from their salary have been made because of absences due to illness or injury and which are inconsistent with this policy should immediately bring it to the attention of Human Resources, who will investigate the matter.

C. Paid Holiday Time -Please refer to Policy 500.519 as to the RSCVA's recognized holidays and eligibility.


D. Accrual of Paid Vacation and Sick Time

Paid vacation and sick time are divided into two separate banks - one for paid vacation time, one for paid sick time.

1. Accrual of paid vacation and sick time will begin from the first day of employment or status change (e.g. ~~casual-part~~ to full time) and is accrued on a pro-rata basis.
2. New full time employees are eligible to use accrued paid vacation benefits following 90 days ~~six (6) months~~ of employment.
3. New employees are eligible to use accrued sick time ~~upon accrual of time~~ following 90 days of employment.
4. Paid vacation and sick benefits accrue on a pro-rata basis, based on hours worked and length of continuous service. Benefit accrual rates will change at the beginning of the first pay period following the anniversary date.
5. Paid vacation and sick time cannot be used prior to the time it is accrued.
6. Paid vacation and sick time shall not accrue when the employee has not worked any hours during the pay period unless the employee opts to use vacation, holiday or sick time.

PROCEDURE:

1. Employees who allow their vacation time to reach the maximum accrual limits will not continue to accrue additional paid time until the accrued balance for their vacation time bank falls below the maximum accrual limit. It is the employees' responsibility to monitor their accruals.

 POLICIES AND PROCEDURES		Page(s):	Page 3 of 4
		Saved As:	HR Policy 500.509
Manual:	HUMAN RESOURCES	Formulated:	01/17
Subject:	PAID TIME OFF AND ACCURALS	Reviewed:	<u>12/17/2020</u>
Governing Board Approval		Date:	<u>1/2020</u>

2. When requesting vacation time, employees must request time off 30 days in advance of their proposed absence or as soon as practicable to permit management to consider their request and to accommodate the request when possible. In the case of illness, employees are responsible for reporting absences in accordance with departmental policy. The department Manager/Director may approve or disapprove the request for time off based upon the operational needs of the department or work unit.
3. Paid vacation and sick time hours will be paid at the employee's current base rate of pay. These hours are not counted as "hours worked" for the purpose of computing overtime.
4. Paid vacation or sick hours, when used to supplement scheduled worked hours, may only be taken up to a maximum of normally scheduled worked hours per day or per scheduled shifts per pay period. Supplementing paid vacation, sick or holiday hours for additional shifts in excess of scheduled shifts per pay period is not permitted.
5. Employees who have accrued paid vacation and sick time and take time off will be paid for that time from available, accrued paid vacation or sick hours. An employee may not take (non-flex) time off from work without pay if he/she has accrued paid vacation or sick time, unless otherwise allowed by state or federal law. Employees must submit a signed paid vacation time off request to the department manager/director.
6. All employees who have hours in their vacation bank at the time of their voluntary separation shall receive all accrued paid vacation at their current base rate of pay if they have provided a written resignation and worked through their notice period.
- 6-7. Sick hours will only be paid out in to eligible employees in compliance with the RSCVA Retirement policy; one-third up to 300 hours for retiring employees who were hired prior to 2012.
- 7-8. Employees who convert to a non-benefit eligible position shall be paid any unused paid vacation time in existence at the time of the conversion at their base current rate of pay.
9. If an employee transfers per management's request and in compliance with the department's transfer policy, accrued vacation, sick and holiday banks will be transferred to the new department.
- 8-10. If an employee is involuntarily discharged and rehired within 90 days of separation, sick leave hours banked will be reinstated to the amount prior to separation.



POLICIES AND PROCEDURES

Page(s):	Page 4 of 4
Saved As:	HR Policy 500.509
Manual:	HUMAN RESOURCES
Formulated:	01/17
Subject:	PAID TIME OFF AND ACCURALS
Reviewed:	<u>12/17/2020</u>
Governing Board Approval	Date:
	<u>1/2020</u>

9.11. If an RSCVA-recognized holiday falls during a scheduled vacation, the holiday time off will not be charged against the employee's accrued vacation time.

10.12. If an employee is on unpaid disciplinary suspension, he/she cannot utilize paid time off.

ACCRUAL CHART					
SICK	Years of Service	—Per Pay period	Per Hour	Days per year	Maximum Accrual
	0 to 10 yrs service	4.615	0.05768	15	None
	10 yrs and more	5.538	0.06922	18	None
VACATION	Years of Service	—Per Pay period	Per Hour	Days per year	Maximum Accrual
	0-24 months	3.08 hours	0.0385	10	20 days /160 hrs
	25-60 months	4.62	0.05769	15	30 days/ 240 hrs
	61-108 months	5.54	0.06925	18	36 days/ 288 hrs
	109 and more	6.46	0.08075	24	42 days/ 336 hrs
HOLIDAYS	Years of Service	Per Pay Period	Per Hour	Days per year	Maximum Accrual
	0 - 99 yrs	N/A	N/A	11	N/A