



RenoTahoe®

BOARD OF DIRECTORS

Monday, May 22, 2023



RenoTahoe[®]

BOARD OF DIRECTORS



Charlene Bybee
Chair



Hillary Schieve
Vice Chair



Stephen Ascuaga
Secretary | Treasurer



Andy Chapman
Board Member



Alexis Hill
Board Member



Shannon Keel
Board Member



Rick Murdock
Board Member



Jessica Sferrazza
Board Member



Ann Silver
Board Member

**RENO-SPARKS CONVENTION AND VISITORS AUTHORITY
NOTICE OF PUBLIC MEETING**

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Monday, May 22, 2023, at 9:00 a.m.

**Reno-Sparks Convention and Visitors Authority
4065 S. Virginia Street, Board Room
Reno, Nevada**

BOARD OF DIRECTORS:

Councilwoman Charlene Bybee, Chair

Mayor Hillary Schieve
Mr. Stephen Ascuaga
Mr. Andy Chapman
Ms. Shannon Keel

Commissioner Alexis Hill
Mr. Rick Murdock
Ms. Jessica Sferrazza
Ms. Ann Silver

THIS NOTICE AND AGENDA HAVE BEEN POSTED PER NRS REQUIREMENT, AT LEAST THREE BUSINESS DAYS BEFORE THE MEETING, IN ACCORDANCE WITH NRS 241.020, AT THE MEETING LOCATION AND AT THE FOLLOWING PUBLIC LOCATIONS:

Evelyn Mount Northeast Community Center
Reno Municipal Court
Reno-Sparks Convention & Visitors Authority (RSCVA)
Washoe County Administration Building
RSCVA Website: www.rscva.com/public-meetings

Reno City Hall
Sparks City Hall
McKinley Arts & Culture Center
Washoe Co. Reno Downtown Library
Online at <http://notice.nv.gov/>

This meeting is being livestreamed and may be viewed by the public at the following link: www.rscva.com/public-meetings

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. Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the Board. The designated contact to obtain support materials is Lisa Farmer, 4065 South Virginia Street, Suite 100, 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 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. BOARD MATTERS

C1. Approval of the Agenda of the May 22, 2023, Special Meeting of the Board of Directors

For Possible Action

C2. President/CEO Separation Agreement

The Board of Directors is being asked to review, discuss, and possibly approve a Separation Agreement with Charles Harris, RSCVA President/CEO. If approved, the Board of Directors is asked to authorize Chairwoman Charlene Thomas-Bybee to execute the Agreement of behalf of the RSCVA.

For Possible Action

D. 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. 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.

E. ADJOURNMENT

For Possible Action

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

SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is made and entered into by and between the Reno Sparks Convention and Visitors Authority (“RSCVA”) and Charles Harris (“Harris”). RSCVA and Harris are sometimes referred to individually as “Party” and are sometimes collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Parties entered into an Employment Agreement dated October 5, 2020 whereby Harris was employed as the President/Chief Executive Officer of the RSCVA (the “Employment Agreement”); and

WHEREAS, the Employment Agreement ends pursuant to its own terms on October 31, 2023; and

WHEREAS, on February 27, 2023, Harris informed the Board that he did not want to extend his contract beyond the October 31, 2023 expiration date and would work through that date; and

WHEREAS, the Employment Agreement provides that Harris may terminate the Employment Agreement without cause, at any time, only upon three (3) months written notice; and

WHEREAS, Harris now desires to end his employment with the RSCVA early on June 30, 2023 and has asked the RSCVA to waive the three (3) months written notice requirement; and

WHEREAS, the Parties have determined that it is in their mutual interests to reach an agreement with respect to Harris’s employment with and/or separation from RSCVA.

NOW THEREFORE, in consideration of and in exchange for the promises, covenants and releases contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties mutually agree as follows:

AGREEMENT

1. Recitals. All of the above Recitals are hereby incorporated into this Agreement in full.

2. Consideration. In consideration of and in exchange for Harris’s promises, covenants and releases contained herein and in the Release Agreement (as defined below) provided Harris does not revoke this Agreement as set forth in Paragraph 6(c), RSCVA agrees to provide the following consideration, which Harris agrees constitutes good and valuable consideration for this Agreement, the Release Agreement and for his Releases:

Employee’s Initials _____

Employer’s Initials _____

(a) The RSCVA will waive Harris' contractual requirement to provide three (3) months written notice of termination of the Employment Agreement without cause.

(b) Harris shall continue to act as President/Chief Executive Officer of the RSCVA until June 30, 2023 (the "Separation Date"). The Employment Agreement and Harris' employment with the RSCVA shall terminate on June 30, 2023.

3. Continued Operation. Harris agrees to continue serving in his capacity as the President/CEO of the RSCVA through and including the Separation Date and acknowledges that during such period of time all the terms and provisions of the Employment Agreement (except as expressly modified herein) shall remain in effect. Should the RSCVA Board of Directors, at its June Board meeting, take action to name an interim President/CEO to serve in such capacity after the Separation Date, Harris agrees to reasonably cooperate in a transitioning to the interim President/CEO in an effort to provide such interim President/CEO with the necessary background and status for such individual to assume the role interim President/CEO after the Separation Date. For the remainder of the term of the Agreement Harris agrees to act in his capacity as the President/CEO of the RSCVA consistent with past practice and the established course of conduct.

4. Bonus. Pursuant to Paragraph 2.2 and Exhibit B of the Employment Agreement, and provided that Harris works through June 30, 2023 (the end of the Fiscal Year 2022/2023) and is not otherwise in default under this Agreement or the Employment Agreement, Harris will be entitled to a Bonus if the metrics are met as set forth in the Fiscal Year 2022/2023 CEO Goals, a copy of which is attached hereto as **Exhibit A**. As soon as the data necessary for the evaluation of the goals for the Fiscal year 2022/2023 year is reasonably available, which is contemplated to be at the July or August public meeting of the RSCVA's Board of Directors, the Board will review the data for the Goal metrics and award Harris the Bonus earned by achievement of the Fiscal Year 2022/2023 Goals. The Bonus awarded by the Board will be paid within ten (10) days after the Board's approval. As a condition to the receipt of the Bonus payment, Harris agrees to execute the Release Agreement, a copy of which is attached hereto as **Exhibit B**.

5. No Amounts Owing. Harris acknowledges that, through the date he has signed this Agreement, he has received all wages, compensation and benefits due to him from RSCVA.

6. Waiver and Release. Harris agrees that on behalf of himself, his heirs, executors, administrators, successors, and assigns, that Harris shall waive, release and discharge RSCVA and RSCVA's past, present, and future divisions, affiliates, partners, joint ventures, board members, stakeholders, predecessors, successors, assigns, officers, directors, attorneys, agents, representatives, employees, former employees, and any other person, firm or corporation with whom any of them are now or may hereafter be affiliated, from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfilled, arising prior to the signing of this Agreement, or arising out of or in connection with Harris's employment by and/or separation of employment from RSCVA. This total release includes, but is not limited to, all claims arising directly or indirectly from Harris' employment with and/or separation from RSCVA, including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity, violation of any Nevada administrative statutory or codified law or regulation

Employee's Initials _____

Employer's Initials _____

dealing with fair employment practices, any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Equal Pay Act, the Fair Labor Standards Act, the Rehabilitation Act of 1974, the Family Medical Leave Act ("FMLA"), Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Consolidated Omnibus Budget Reconciliation Act of 1985, and all other federal, state and local statutes, ordinances, executive orders and regulations and any common law claims lying in contract, tort or equity. It is expressly agreed that this Agreement shall operate as a clear and unequivocal waiver by Harris of any claim for benefits or considerations other than that which is set forth in Paragraph 3 herein, including any potential claim with the Nevada Office of the Labor Commissioner and/or the United States Department of Labor.

Nothing in this Agreement is intended to act as a waiver of any claims or causes of action that cannot be waived as a matter of law, nor shall this Agreement interfere with the Harris's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission and/or the Nevada Equal Rights Commission, or other federal or state regulatory or law enforcement agency. However, the consideration provided to Harris in this Agreement shall be the sole relief available to Harris for the claims that are released by the Harris herein and Harris will not be entitled to recover, and agrees to waive any equitable and/or monetary relief, damages, or benefits against the Company in connection with any such charge, determination, claim, cause of action, complaint, or proceeding without regard to who has filed or brought the charge, complaint, or action seeking relief, or in what venue, or jurisdiction the same is being pursued. Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver of any right to enforce compliance with the terms of this Agreement.

7. Voluntary Release of ADEA/OWBPA Claims. Harris understands and agrees that by signing this Agreement, Harris is knowingly and voluntarily agreeing to waive and release any and all claims under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefits and Protection Act ("OWBPA") he has had or may have against RSCVA. In accordance with the OWBPA, Harris is advised of the following:

(a) Consultation with Counsel. Harris acknowledges that this Agreement constitutes written notice from RSCVA that an attorney should be consulted before signing this Agreement. Harris acknowledges that Harris has had an opportunity to fully discuss all aspects of this Agreement with an attorney to the extent the Harris desires to do so. Harris agrees that Harris has carefully read and fully understands all of the provisions of this Agreement, and that Harris is voluntarily entering into this Agreement.

(b) Review Period. Harris is advised that the he may take up to twenty-one (21) calendar days to consider this Agreement before signing. In the event this Agreement is signed prior to the expiration of a twenty-one (21) calendar day review period, Harris acknowledges that he voluntarily and knowingly agrees to waive any and all entitlement to take twenty-one (21) days to consider this Agreement. Harris is further advised that if he fails to sign this Agreement within the twenty-one (21) day period, then this Agreement shall become null and void.

(c) Revocation Period. Harris is advised that he may revoke this Agreement within seven (7) calendar days after the date he signs this Agreement (the "Revocation Period"). Harris agrees that if he wishes to revoke this Agreement, Harris must notify RSCVA in writing, by

Employee's Initials _____

Employer's Initials _____

sending a copy of the revocation to Charlene Bybee, at cbybee@cityofsparks.us with a copy to Molly Rezac at molly.rezac@ogletree.com, before the expiration of the Revocation Period.

8. Medicare Waiver. This is a voluntary separation agreement. There is no existing dispute between the parties, and accordingly the Parties have not shifted responsibility for medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b) (MMSEA – the Medicare, Medicaid, and SCHIP Extension Act of 2007). The Parties have made every effort to adequately protect Medicare’s interest and incorporate such into this Agreement and to comply with both federal and state law. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare on this Agreement, or Harris’s eligibility or entitlement to Medicare or Medicare payments, will not render this Agreement void or ineffective, or in any way affect the finality of the Parties’ Agreement.

Harris affirms, covenants, and warrants Harris has made no claim for illness or injury against, nor is Harris aware of any facts supporting any claim against, the RSCVA under which the RSCVA could be liable for medical expenses incurred by the Harris before or after the execution of this Agreement.

Harris is not a Medicare recipient as of the date of this Agreement. Harris is aware of no medical expenses that Medicare has paid and for which RSCVA is or could be liable for now or in the future. Harris agrees and affirms that, to the best of her knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. Harris affirms, covenants, and warrants that Harris has made no claim for illness or injury against, nor is Harris aware of any facts supporting any claim against, the RSCVA under which the RSCVA could be liable for medical expenses incurred by individual Harris before or after execution of this Agreement.

Harris agrees to waive any and all private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) *et seq.* Harris agrees to hold the RSCVA harmless from, and to defend and indemnify the RSCVA from and against, any and all claims, liens, and Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages from the RSCVA relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Harris’s alleged injuries or claims, Harris will indemnify, defend, and hold harmless the RSCVA from and against any and all such damages (including multiple damages), claims, liens, and Medicare conditional payments and rights to payment, including any attorneys’ fees sought by such entities.

9. No Admission of Liability. Harris and RSCVA hereby represent and warrant that this Agreement is not in any respect an admission or statement of liability or wrongdoing by either Harris or RSCVA.

10. Entire Agreement. This Agreement embodies the entire agreement of the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or written, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not

Employee’s Initials _____

Employer’s Initials _____

executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

11. Binding Nature. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns.

12. Construction. This Agreement shall not be construed in favor of one Party or against the other.

13. Partial Invalidity. This Agreement shall be deemed to consist of a series of separate covenants. If any separate covenant, word, clause, phrase, sentence, paragraph or provision of this Agreement be declared void or is found unenforceable, it may be modified by the Court to make it enforceable and/or severed from this Agreement with the remainder of the Agreement remaining in full force and effect.

14. Compliance with Terms. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

15. Enforcement Costs. The Parties agree that in the event a Party breaches any provision of this Agreement, the breaching Party shall pay all costs and reasonable attorneys' fees incurred in conjunction with the enforcement of this Agreement to the extent permitted by law.

16. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of Nevada, both as to interpretation, performance and enforcement.

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Employee's Initials _____

Employer's Initials _____

17. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated this ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Charles Harris

Reno Sparks Convention and Visitors
Authority

Signature: _____

By: _____

Print Name: _____

Its: _____

Employee's Initials _____

Employer's Initials _____

EXHIBIT A

Employee's Initials _____

Employer's Initials _____



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

Fiscal Year 2022/23 CEO Goals (as approved at July 14, 2022 Board Meeting)

Strategic Goals	CEO Goal	FY 22/23 Target	Weighting	Process
Goal #1: Room Night Generation	Increase produced group nights to 76% of pre-pandemic levels.	220,400 Produced Group Room Nights	25%	Bonus calculated on following scale: If 220,400 room nights produced, full bonus for this goal awarded. If 215,796 room nights produced, 75% bonus for this goal awarded.
	Produce 8 OTA/FIT program opportunities to hotels for needs periods.	8 programs	10%	Bonus given if goal achieved.
Goal #2: Destination Awareness	Increase unique Website sessions by 10% over 2021/22 totals	Total 2,746,865 sessions	10%	Bonus calculated on following scale: If 2,746,865 website sessions realized, full bonus awarded. If 2,497,150 website sessions realized, 75% bonus for this goal awarded.
	Increase referrals to partner sites by 10% over 21/22 totals	Total 296,940 referrals	8%	Bonus calculated on following scale: If 296,940 referrals realized, full bonus for this goal awarded. If 269,946 referrals realized, 75% bonus for this goal awarded.
	Grow Social community size and followers by 4%	Total 274,824 followers	7%	Bonus calculated on following scale: If 274,824 followers realized, full bonus for this goal awarded. If 264,254 followers realized, 75% bonus for this goal awarded.
	Support Airlift	Develop year-long plan to spend dedicated budget dollars for airlift supporting new long haul flights, fortify current routes, and educate airline decision makers	5%	Bonus given if goal achieved.
Goal #3: Organizational Sustainability	Achieve the Board approved FY22/23 Budget , allowing for expense reductions & augmentations as needed.	+/- 5% of fiscal year budget achieved	15%	Bonus given if goal achieved.
Goal #4 Facility Management	Achieve the approved facilities budget or better in FY22/23, with augmentations.	Budgeted number is \$-5,938,000	15%	Bonus given if goal achieved.
Goal #5	Initiate Destination Master Planning by developing RFP,	Secure Partner and lay out road	5%	Bonus given if goal achieved

Long Term Planning	secure third-party partner and begin developing an overall plan.	map for the next three years		
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EXHIBIT B

Employee's Initials _____

Employer's Initials _____

RELEASE AGREEMENT

This Release Agreement (“Release Agreement”) is made and entered into by and between the Reno Sparks Convention and Visitors Authority (“RSCVA”) and Charles Harris (“Harris”). RSCVA and Harris are sometimes referred to individually as “Party” and are sometimes collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Parties entered into Separation Agreement on _____; and

WHEREAS, pursuant to that Separation Agreement, the RSCVA waived Harris’ contractual obligation to provide three (3) months written notice to terminate the Employment Agreement without cause; and

WHEREAS, pursuant to that Separation Agreement, Harris agreed to work through June 30, 2023 and to execute this Release Agreement upon payment of his earned Bonus;

NOW THEREFORE, in consideration of and in exchange for the promises, covenants and releases contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties mutually agree as follows:

AGREEMENT

1. **Recitals.** All of the above Recitals are hereby incorporated into this Agreement in full.

2. **Consideration.** In consideration of and in exchange for Harris’ promises, covenants and releases contained herein and provided Harris does not revoke this Agreement as set forth in Paragraph 6(c), RSCVA agreed to waive Harris’ contractual obligation to provide three (3) months written notice to terminate the Employment Agreement, which Harris agrees constitutes good and valuable consideration for the Separation Agreement and this Release Agreement.

3. **Mutual Non-Disparagement.** The RSCVA Board of Directors agrees that they will not at any time make, publish or communicate to any person or entity or in any public or private forum, in any manner whatsoever, any defamatory or disparaging remarks, comments, or statements concerning Harris. Similarly, Harris agrees that he will not at any time make, publish or communicate to any person or entity or in any public or private forum, in any manner whatsoever, any defamatory or disparaging remarks, comments, or statements concerning the RSCVA, its business, or any of its Board Members, officers directors, employees, agents, attorneys or partners of the RSCVA.

4. **No Amounts Owning.** Harris acknowledges that he has received all wages, compensation and benefits due to him from RSCVA.

5. **Waiver and Release.** Harris agrees that on behalf of himself, his heirs, executors,

Employee’s Initials _____

Employer’s Initials _____

administrators, successors, and assigns, that Harris shall waive, release and discharge RSCVA and RSCVA's past, present, and future divisions, affiliates, partners, joint ventures, board members, stakeholders, predecessors, successors, assigns, officers, directors, attorneys, agents, representatives, employees, former employees, and any other person, firm or corporation with whom any of them are now or may hereafter be affiliated, from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfilled, arising prior to the signing of this Agreement, or arising out of or in connection with Harris's employment by and/or separation of employment from RSCVA. This total release includes, but is not limited to, all claims arising directly or indirectly from Harris' employment with and/or separation from RSCVA, including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity, violation of any Nevada administrative statutory or codified law or regulation dealing with fair employment practices, any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Equal Pay Act, the Fair Labor Standards Act, the Rehabilitation Act of 1974, the Family Medical Leave Act ("FMLA"), Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Consolidated Omnibus Budget Reconciliation Act of 1985, and all other federal, state and local statutes, ordinances, executive orders and regulations and any common law claims lying in contract, tort or equity. It is expressly agreed that this Agreement shall operate as a clear and unequivocal waiver by Harris of any claim for benefits or considerations other than that which is set forth in Paragraph 3 herein, including any potential claim with the Nevada Office of the Labor Commissioner and/or the United States Department of Labor.

Nothing in this Agreement is intended to act as a waiver of any claims or causes of action that cannot be waived as a matter of law, nor shall this Agreement interfere with the Harris's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission and/or the Nevada Equal Rights Commission, or other federal or state regulatory or law enforcement agency. However, the consideration provided to the Harris in this Agreement shall be the sole relief available to Harris for the claims that are released by the Harris herein and Harris will not be entitled to recover, and agrees to waive any equitable and/or monetary relief, damages, or benefits against the Company in connection with any such charge, determination, claim, cause of action, complaint, or proceeding without regard to who has filed or brought the charge, complaint, or action seeking relief, or in what venue, or jurisdiction the same is being pursued. Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver of any right to enforce compliance with the terms of this Agreement.

6. Voluntary Release of ADEA/OWBPA Claims. Harris understands and agrees that by signing this Agreement, Harris is knowingly and voluntarily agreeing to waive and release any and all claims under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefits and Protection Act ("OWBPA") he has had or may have against RSCVA. In accordance with the OWBPA, Harris is advised of the following:

(a) Consultation with Counsel. Harris acknowledges that this Agreement constitutes written notice from RSCVA that an attorney should be consulted before signing this Agreement. Harris acknowledges that Harris has had an opportunity to fully discuss all aspects of this Agreement with an attorney to the extent the Harris desires to do so. Harris agrees that Harris

Employee's Initials _____

Employer's Initials _____

has carefully read and fully understands all of the provisions of this Agreement, and that Harris is voluntarily entering into this Agreement.

(b) Review Period. Harris is advised that he may take up to twenty-one (21) calendar days to consider this Agreement before signing. In the event this Agreement is signed prior to the expiration of a twenty-one (21) calendar day review period, Harris acknowledges that he voluntarily and knowingly agrees to waive any and all entitlement to take twenty-one (21) days to consider this Agreement. Harris is further advised that if he fails to sign this Agreement within the twenty-one (21) day period, then this Agreement shall become null and void.

(c) Revocation Period. Harris is advised that he may revoke this Agreement within seven (7) calendar days after the date he signs this Agreement (the "Revocation Period"). Harris agrees that if he wishes to revoke this Agreement, Harris must notify RSCVA in writing, by sending a copy of the revocation to Charlene Bybee, at cbybee@cityofsparks.us with a copy to Molly Rezac at molly.rezac@ogletree.com, before the expiration of the Revocation Period.

7. Medicare Waiver. This is a voluntary separation agreement. There is no existing dispute between the parties, and accordingly the Parties have not shifted responsibility for medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b) (MMSEA – the Medicare, Medicaid, and SCHIP Extension Act of 2007). The Parties have made every effort to adequately protect Medicare's interest and incorporate such into this Agreement and to comply with both federal and state law. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare on this Agreement, or Harris's eligibility or entitlement to Medicare or Medicare payments, will not render this Agreement void or ineffective, or in any way affect the finality of the Parties' Agreement.

Harris affirms, covenants, and warrants Harris has made no claim for illness or injury against, nor is Harris aware of any facts supporting any claim against, the RSCVA under which the RSCVA could be liable for medical expenses incurred by the Harris before or after the execution of this Agreement.

Harris is not a Medicare recipient as of the date of this Agreement. Harris is aware of no medical expenses that Medicare has paid and for which RSCVA is or could be liable for now or in the future. Harris agrees and affirms that, to the best of her knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. Harris affirms, covenants, and warrants that Harris has made no claim for illness or injury against, nor is Harris aware of any facts supporting any claim against, the RSCVA under which the RSCVA could be liable for medical expenses incurred by individual Harris before or after execution of this Agreement.

Harris agrees to waive any and all private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) *et seq.* Harris agrees to hold the RSCVA harmless from, and to defend and indemnify the RSCVA from and against, any and all claims, liens, and Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages from the RSCVA relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Harris's alleged injuries or claims, Harris will indemnify, defend, and hold

Employee's Initials _____

Employer's Initials _____

harmless the RSCVA from and against any and all such damages (including multiple damages), claims, liens, and Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

8. No Admission of Liability. Harris and RSCVA hereby represent and warrant that this Agreement is not in any respect an admission or statement of liability or wrongdoing by either Harris or RSCVA.

9. Entire Agreement. This Agreement embodies the entire agreement of the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or written, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

10. Binding Nature. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns.

11. Construction. This Agreement shall not be construed in favor of one Party or against the other.

12. Partial Invalidity. This Agreement shall be deemed to consist of a series of separate covenants. If any separate covenant, word, clause, phrase, sentence, paragraph or provision of this Agreement be declared void or is found unenforceable, it may be modified by the Court to make it enforceable and/or severed from this Agreement with the remainder of the Agreement remaining in full force and effect.

13. Compliance with Terms. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

14. Enforcement Costs. The Parties agree that in the event a Party breaches any provision of this Agreement, the breaching Party shall pay all costs and reasonable attorneys' fees incurred in conjunction with the enforcement of this Agreement to the extent permitted by law.

15. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of Nevada, both as to interpretation, performance and enforcement.

Employee's Initials _____

Employer's Initials _____

16. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated this ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Charles Harris

Reno Sparks Convention and Visitors
Authority

Signature: _____

By: _____

Print Name: _____

Its: _____

Employee's Initials _____

Employer's Initials _____