

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Indra Winquest  
District General Manager

**FROM:** Mike Bandelin  
Diamond Peak General Manager

**SUBJECT:** Diamond Peak Ski Education Foundation (DPSEF) Spatial Needs Assessment and Site Analysis presented by Andy Wolf, Vice President, DPSEF Board of Directors and Andrew T. Ryan, P.E. of PR Design & Engineering Inc.

**DATE:** November 9, 2020

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### **I. RECOMMENDATIONS**

That the Board of Trustees makes a motion to:

1. Review, discuss and possibly accept the presentation provided by DPSEF including a Special Needs Assessment and Site Analysis presented by Andy Wolf, Vice President, DPSEF Board of Directors and Andrew T. Ryan, P.E. of PR Design & Engineering Inc.
2. Review, discuss and possibly direct District staff and District Legal Counsel to develop terms of a Memorandum of Understanding including a long term land use agreement with the Incline General Improvement District and DPSEF.

### **II. BACKGROUND**

Ski racing at Diamond Peak has been a tradition that started on the opening day of Ski Incline in 1966. At that time, and into the early 1980's, races at the mountain were organized and conducted through the joint efforts and staffing of Ski School employees and volunteers working with the Ski Incline Ski Club. Racing was not conducted on a "for profit" basis and training for Incline racers was primarily an informal matter carried out on a volunteer basis by local parents and coaches.

In the early 1980's, one or more of the "coaches" employed by Ski Incline left the employ of the ski area and organized an effort to establish a dedicated racing department to train and race on the mountain. This effort resulted in the creation of the Ski Incline Race Team (SIRT). From its inception, SIRT was operated and subsidized by Ski Incline to the tune of about \$25,000 annually – a substantial expense for Ski Incline.

In February of 1986, following a recommendation to the Board of Trustees by the Ski Area Manager, the decision was made to pursue an independent contractor to conduct all ski area race training and events. In March of 1986, a Request for Proposal was prepared and published by the Mountain Manager.

There was only one respondent to the RFP and that was from the Tahoe Sierra Ski Education Foundation (TSSEF) – an organization that had originally been formed by a group of local parents for the purpose of operating racing at Ski Incline. The TSSEF had fallen apart when Ski Incline established its in-house racing program in the form of the SIRT in 1983. The TSSEF began operating racing at (the newly renamed) Diamond Peak at the start of the 1986-87 season under the direction of the Head Coach. The Foundation was given an annual subsidy of \$15,000 from the IVGID Recreation fund with the understanding that operations would only be subsidized until the Foundation could "get on its feet" and begin covering its own expenses.

The TSSEF was established to provide race education and training to local children as well as to conduct on-hill racing events including scheduling, set up, operation, monitoring, and clean up. The Foundation was charged with the responsibility of enforcing proper safety and conduct on the mountain with its coaching staff and students. Race events held on the mountain have always been mandated to be of a quality and presentation in keeping with that of the ski area.

In 1991, the IVGID Board of Trustees moved to reduce annual the grant funding of the TSSEF from \$15,000 to \$10,000 annually and the following year (1992), based on a recommendation by IVGID General Manager, the subsidy was reduced to \$5,000.

In 1995 the TSSEF changed its name to the Diamond Peak Ski Education Foundation (DPSEF) and continued to operate under what was basically the same contract (with minor technical changes) as that which was established in 1987. The DPSEF received a \$5,000 cash subsidy from Diamond Peak each season from 1995 until the Ski Resort Manager eliminated the subsidy completely in 1999. At that time a substantial effort was made by Diamond Peak management to work with the DPSEF to provide more fundraising ideas and venues to help make the

foundation self-supporting. Through extensive fundraising on the part of the DPSEF Board and staff, the foundation was able to adequately fund (ending many years with a surplus) its own operations and operating expenses.

In the last fifteen years, the DPSEF has been able to attract a world-class coaching staff featuring several Olympic caliber athletes. Our racers have held top ranking in regional, local, and national events and have represented the resort very well both in terms of their conduct and competitive achievements.

Presently, the DPSEF (for the past several years) has been working collaboratively with the community and District staff to conceptually address the spatial needs of the facility through an assessment program to establish current and future needs of the DPSEF program.

#### **V. FINANCIAL IMPACT AND BUDGET**

There is no financial impact to the District included in the recommendation.

#### **VI. Alternatives**

There are no alternative's provided in the recommendation.

#### **VII. Business Impact**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

# Diamond Peak Ski Team

## *Spatial Needs Assessment*



Presented by:

Andy Wolf

Vice President  
DPSEF Board of Directors

[president@dpsef.org](mailto:president@dpsef.org)

and

Andrew T. Ryan, P.E

PR Design & Engineering Inc.

[andrew@prdei.com](mailto:andrew@prdei.com)



P-R DESIGN & ENGINEERING INC.

Sustainable • Civil • Landscape

[www.prdei.com](http://www.prdei.com)

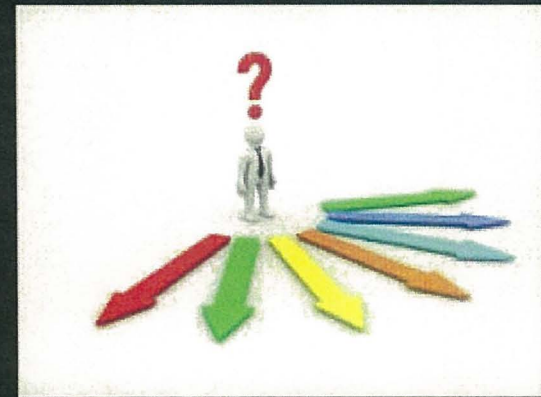
# Diamond Peak Ski Team

## *Spatial Needs Assessment*



What we will cover today:

- Who is the Diamond Peak Ski Education Foundation
- Why we are here before the IVGID Board
- Where we are in the process
- Review the Needs Assessment
- Next Steps



# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Who is the Diamond Peak Ski Education Foundation:

- The Diamond Peak Ski Education Foundation (DPSEF) is a non-profit organization whose mission is to provide developmental and racing programs for all levels and abilities of skiers. We have programs ranging from Mighty Mites to Masters and offer needs-based scholarships.
- Formed in 1984 and have been operating in partnership with IVGID and Diamond Peak for about 35 years.
- We average 175 - 225 athletes annually, of which a large percentage are Incline Village/Crystal Bay residents and property owners.



# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Why are we here:

- DPSEF has outgrown our aged and under-developed facility at Diamond Peak.
- Our current agreement with IVGID dated January 2018, identifies facility replacement as a priority and stipulates a collaborative approach to finding a solution.
- In 2019 we contracted with PR Design & Engineering to conduct a spatial needs assessment to help road map future DPSEF facility replacement.



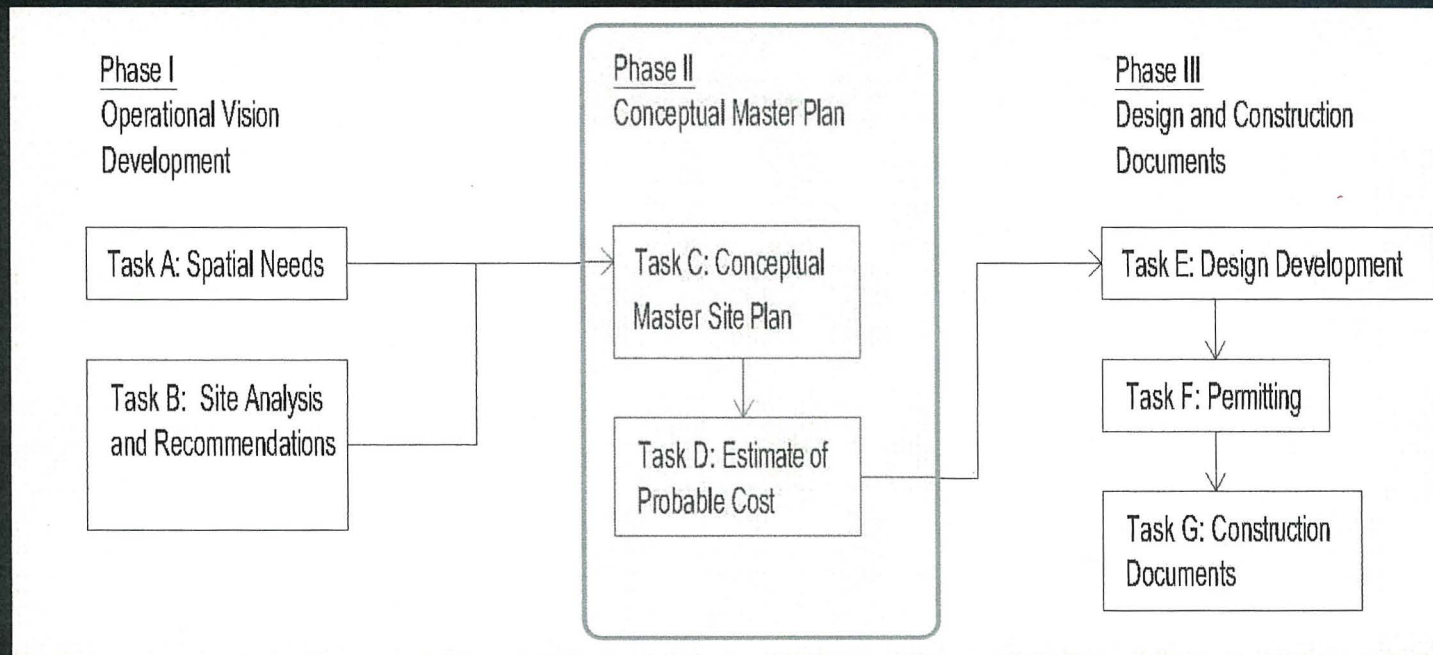
# Diamond Peak Ski Team

## Spatial Needs Assessment



### Our Scope of Work:

- Task A: Spatial Needs
- Task B: Site Analysis and Recommendations





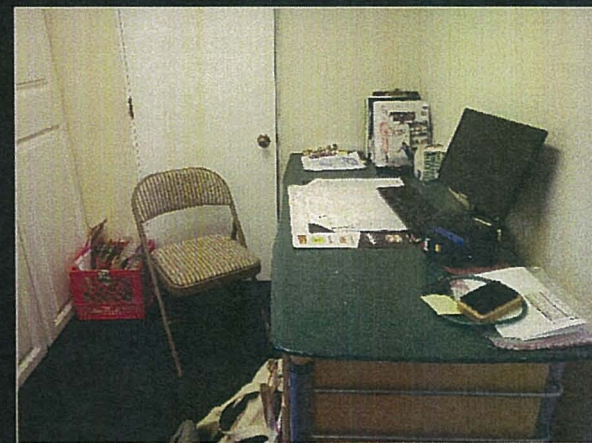
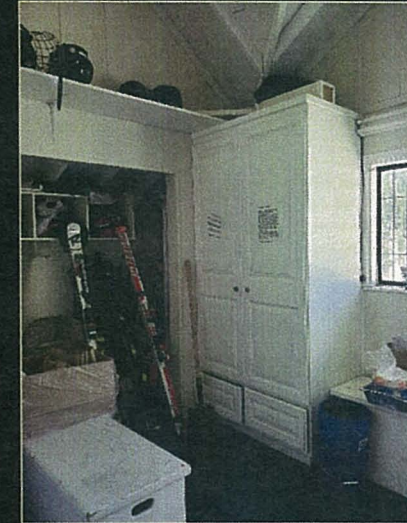
# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Spatial Assessment Methodology:

- Physical space quantification
- Staff interviews and observations
- Practical needs
- Apply space metrics by work area
- Apply known standards
- Use factors to plan for circulation, snow storage, walls, and egress



# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Needs Assessment Categories:

- Site and Storage
  - Vehicular; skier; and pedestrian circulation
- Ski Team Building – “Race Shack”
  - Office and Locker Area
  - Interior Storage
- Leased Facility – ‘Learning Center’

# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Site and Storage Evaluation:

- Vehicular and pedestrian circulation
- Temporary parking; drop-off/pick-up zone
- Site storage



Existing Site Plan

# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Site and Storage Recommendations:

- Establish safe access for parking and athlete access
- Greater separation from Ski Way
- ADA access
- Formalized drop-off/ pick-up zone
- Improve site lighting for early and late arrivals/ departures
- Provide wayfinding signage
- Provide adequate storage in one location



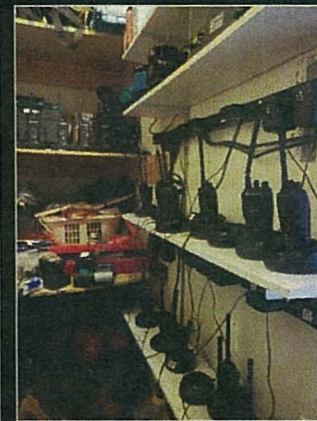
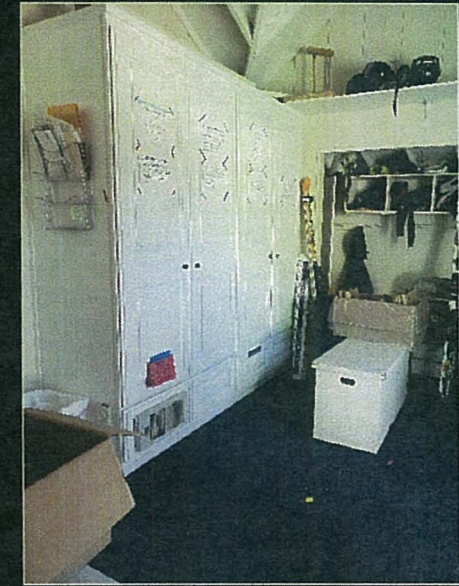
# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Existing Ski Team Building “Race Shack” Evaluation:

- Age and condition of DPST “Race Shack”:
  - Circa 1970, previously Real Estate Sales office
  - No water, sewer, gas, or restrooms
  - DPSEF and DPSR continue to maintain the building; well past its intended lift
- Personnel spaces:
  - Office; workstation
- Ancillary spaces:
  - Lockers; interior storage



# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Existing Leased Building 'Learning Center' Evaluation:

- Leased space due to the expansion of the program
- Satellite space for indoor training
  - Endless Slope Ski simulator
  - Open floor space for after school meetings, distance learning, study hall, workout, coaches' training/ education
- Additional storage space
- Disconnected from mountain
  - Located in the business district of Incline Village



# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### New Facility Recommendations:

- Consolidate existing facilities into one central location
- Prioritize proximity and designated access to ski resort
- Dedicated administrative office and shared workstations
- Provide restrooms
- New multi-use flex spaces, interior and exterior
- Increase locker room area
- Install fire systems and emergency alarm
- Incorporate energy efficiency and advance weatherization; incorporate daylight



**DPST: PROPOSED BUILDING PROGRAM**

**PROPOSED BUILDING**

<b>PERSONNEL SPACE</b>	<b>QTY.</b>	<b>SF</b>	<b>PROPOSED NET SF</b>
Standard Office (Administration)	1	140	140
4 Workstation & Shared Conference Room (12 People)	1	280	280
<b>PERSONNEL SPACE Subtotal</b>			<b>420</b>

<b>ANCILLARY SPACE</b>	<b>QTY.</b>	<b>SF</b>	<b>PROPOSED NET SF</b>
<b>Personnel Support</b>			
Coach's Locker Area	1	400	400
Restroom (Unisex restroom 1 stall, 1 sink)	2	46	92
Coach's Storage	1	120	120
Office Storage	1	72	72
Kitchenette	1	41	41
<b>Building Support</b>			
Mechanical Room	1	50	50
<b>ANCILLARY SPACE Subtotal</b>			<b>775</b>

<b>LEARNING CENTER SPACE</b>	<b>QTY.</b>	<b>SF</b>	<b>PROPOSED NET SF</b>
<b>Training Space</b>			
Ski Simulator Deck	1	375	375
Open Floor Flex Space	1	330	330
Ski Tuning	2	36	72
<b>Learning Center Support</b>			
Athlete Study Area	1	120	120
Training & Race Equipment Storage	1	250	250
Restroom	1	46	46
<b>LEARNING CENTER Subtotal</b>			<b>1,193</b>

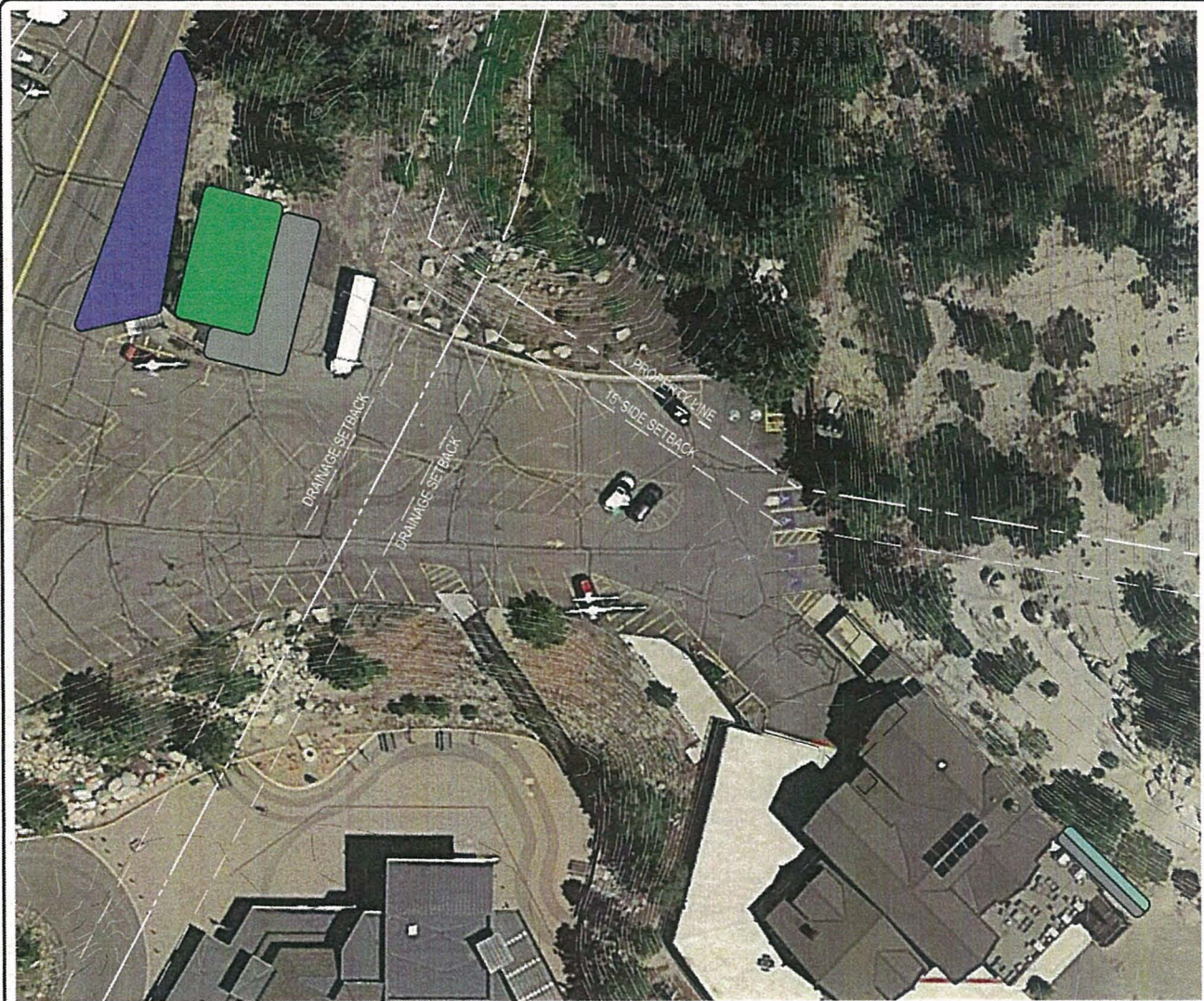
**BUILDING NET SQUARE FOOTAGE**

Circulation Factor (15% Building Net): Conveyance, utility, hallway			358
Net to Gross Factor (10% Building Net): Structure, walls, egress			239

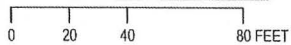
<b>TOTAL REQUIRED GROSS BUILDING SQUARE FOOTAGE</b>			<b>2,985</b>
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# Site Visual Program – Option 1



SITE PROGRAM - OPTION 1

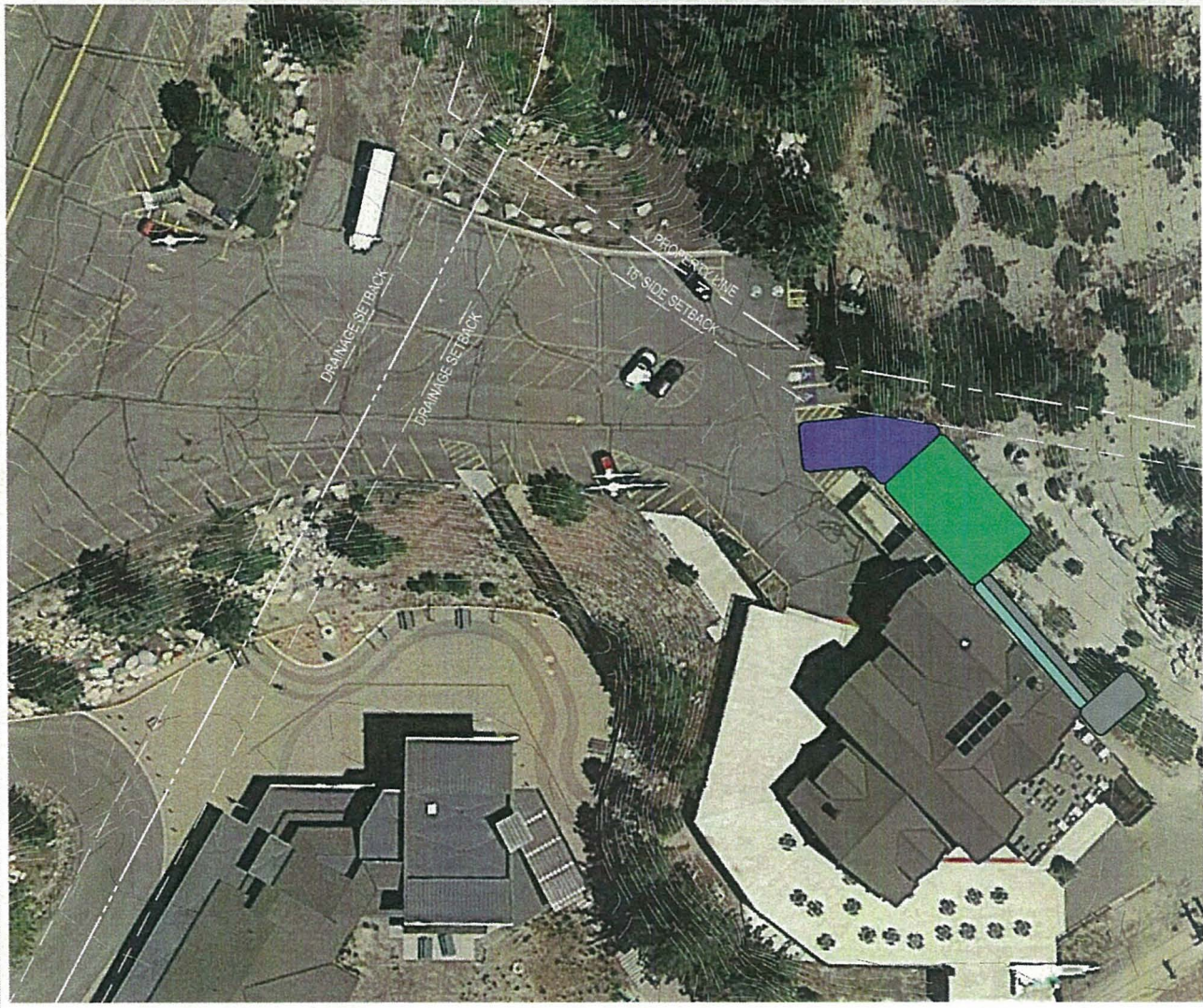


- FUTURE SKI TEAM BUILDING  
1,500 SF (3,000 SF TOTAL)
- ATHLETE GEAR STORAGE  
180 SF
- EXTERIOR CIRCULATION & DECK  
1,184 SF
- LOADING ZONE  
2,050 SF

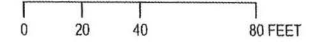
SITE TOTAL  
4,914 SF



# Site Visual Program – Option 2



## SITE PROGRAM - OPTION 2



- FUTURE SKI TEAM BUILDING  
1,500 SF (3,000 SF TOTAL)
- ATHLETE GEAR STORAGE  
225 SF
- EXTERIOR CIRCULATION & DECK  
650 SF
- LOADING ZONE  
900 SF

SITE TOTAL  
3,275 SF



# Conceptual Master Site Plan – Option 1



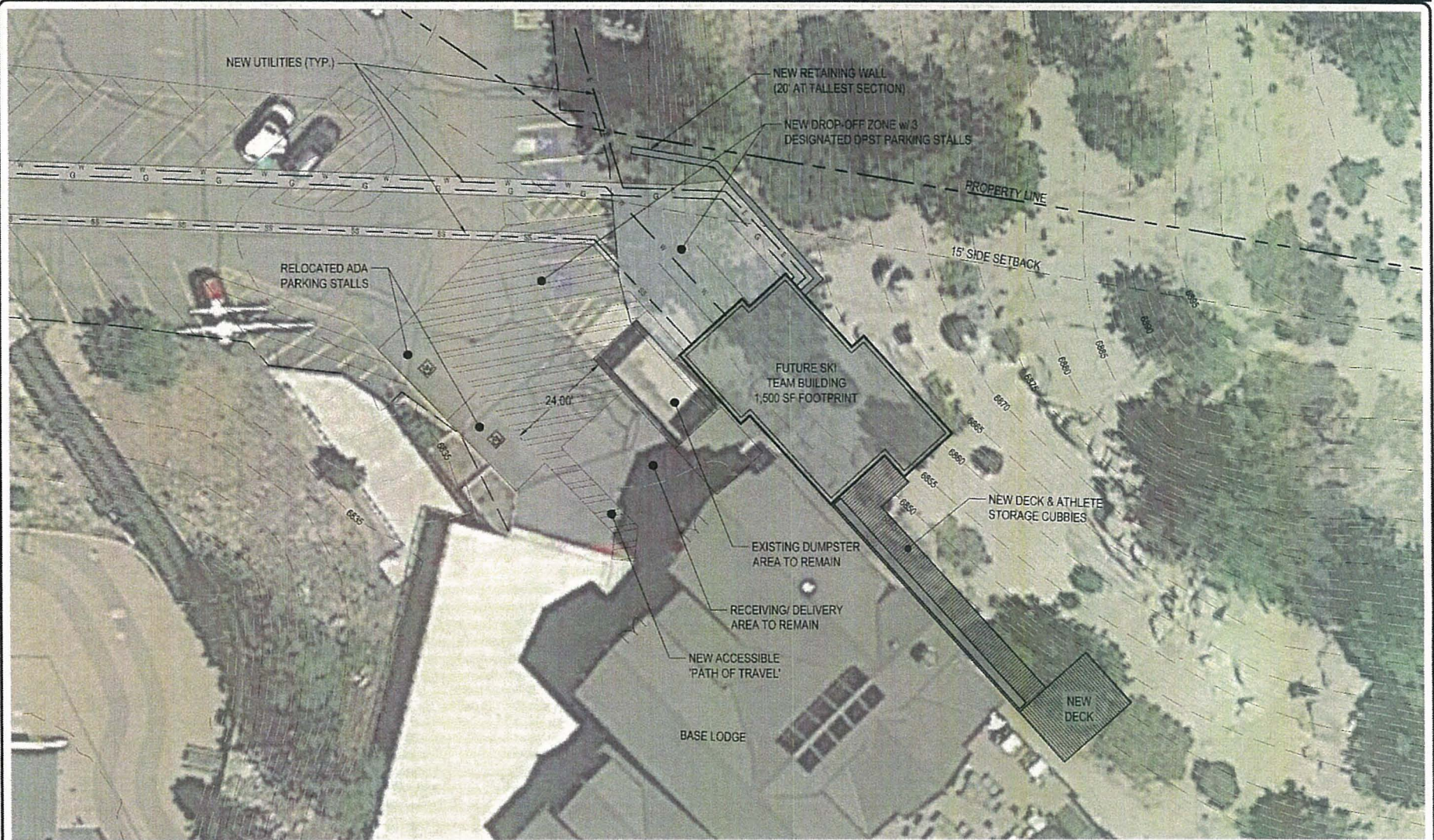
**Diamond Peak Ski Team Future Building - Option 1**  
**Engineer's Estimate**

Prepared by: PR Design & Engineering Inc.

Date: 07/01/20

Construction Cost Line Items	Quantity	Unit	\$/SF	Total Cost
<b>Pre-Site</b>				
Mobilization	1	LS	\$12,000.00	\$12,000
Temporary BMPs	1	LS	\$3,500.00	\$3,500
Clear and Grub	5,300	SF	\$1.00	\$5,300
Rough Grading Cut/Offhaul	1	LS	\$13,000.00	\$13,000
Relocate/Demo Boulder	1	LS	\$15,000.00	\$15,000
Demolition of Existing "Race Shack"	1	LS	\$6,500.00	\$6,500
<b>Pre-Site Sub-Total =</b>				<b>\$55,300.00</b>
<b>Site</b>				
Remove Asphalt Pavement (Sawcut)	1	LS	\$2,000.00	\$2,000
Electric Trenching + Conduit (Incl. Trench Ex. + Backfill)	234	LF	\$65.00	\$15,210
Gas Trenching + Conduit (Incl. Trench Ex. + Backfill)	72	LF	\$40.00	\$2,880
Waterline Trench (Incl. Trench Ex. + Backfill)	19	LF	\$65.00	\$1,235
Sewer Trench (Incl. Trench Ex. + Backfill)	47	LF	\$85.00	\$3,995
Grading	225	CY	\$75.00	\$16,875
A.C. Patch	2,207	LS	\$8.00	\$17,656
Revegetation	2,300	SF	\$1.35	\$3,105
<b>Site Sub-Total =</b>				<b>\$62,956</b>
<b>Building and Systems*</b>				
	2,985	SF	\$300.00	\$895,500
<b>Athlete Storage Cubby Deck</b>	344	SF	\$225.00	\$77,400
<b>Deck</b>	1,014	SF	\$180.00	\$182,520
*Assumes project is not subject to Prevailing Wage				
<b>Building Systems Sub-Total =</b>				<b>\$1,155,420</b>
Special Studies	1	LS	\$13,500.00	\$13,500
Utility Connection Fees	1	LS	\$35,000.00	\$35,000
Permit and Entitlement Fees	1	LS	\$38,000.00	\$38,000
<b>Sub Construction Cost Estimate =</b>				<b>\$1,360,176</b>
Contingency			15%	\$204,026
<b>Total Construction Cost Estimate =</b>				<b>\$1,564,202</b>
Price per square foot \$ 360.17 SF				
<b>SOFT COSTS</b>				
	Multiplier	Desc.	Sub Total	
Architecture + Subs	11.0%	Bldg Tot	\$	127,096
Engineering	15.0%	Site Tot	\$	71,251
Landscape Architecture	10.0%	Site Tot	\$	6,296
Land Planning	2.5%	Proj Tot	\$	34,004
Legal Fees	0.5%	Proj Tot	\$	6,801
Construction Management	5%	Proj Tot	\$	68,009
Permanent Loan Fees	TBD		\$	-
Construction Loan Fees	TBD		\$	-
<b>SOFT COSTS Subtotal</b>				<b>\$ 313,457</b>
Contingency			10%	\$31,346
<b>Total Construction Cost Estimate =</b>				<b>\$344,803</b>
<b>Total Project Cost Estimate =</b>				<b>\$1,909,005</b>

# Conceptual Master Site Plan – Option 2



**Diamond Peak Ski Team Future Building - Option 2**  
**Engineer's Estimate**

Prepared by: PR Design & Engineering Inc.

Date: 10/04/19

Construction Cost Line Items	Quantity	Unit	\$/SF	Total Cost
<b>Pre-Site</b>				
Mobilization	1	LS	\$16,000.00	\$16,000
Temporary BMPs	1	LS	\$3,500.00	\$3,500
Clear and Grub	600	SF	\$1.00	\$600
Rock Removal	1	LS	\$8,000.00	\$8,000
Excavate Hillside	1	LS	\$20,000.00	\$20,000
Demolition of Existing "Race Shack"	1	LS	\$6,500.00	\$6,500
<b>Pre-Site Sub-Total =</b>				<b>\$54,800.00</b>
<b>Site</b>				
Remove Asphalt Pavement (Sawcut)	1	LS	\$4,300.00	\$4,300
Electric Trench (Incl. Trench Ex. + Backfill)	89	LF	\$65.00	\$5,785
Gas Trench (Incl. Trench Ex. + Backfill)	250	LF	\$45.00	\$11,250
Waterline Trench (Incl. Trench Ex. + Backfill)	230	LF	\$45.00	\$10,350
Sewer Trench (Incl. Trench Ex. + Backfill)	196	LF	\$55.00	\$10,780
Relocate/ Protect Existing Diesel Gas Line	1	LS	\$30,000.00	\$30,000
Grading	100	CY	\$75.00	\$7,500
A.C. Patch	2,200	SF	\$8.00	\$17,600
20' Retaining Wall	60	LF	\$280.00	\$16,800
Revegetation	1,850	SF	\$1.35	\$2,498
<b>Site Sub-Total =</b>				<b>\$116,863</b>
<b>Building and Systems*</b>	2,985	SF	\$330.00	\$985,050
<b>Athlete Storage Cubby Deck</b>	565	SF	\$225.00	\$127,125
<b>Deck</b>	300	SF	\$180.00	\$54,000
<b>Building Systems Sub-Total =</b>				<b>\$1,166,175</b>
*Assumes project is not subject to Prevailing Wage				
Special Studies	1	LS	\$13,500.00	\$13,500
Utility Connection Fees	1	LS	\$35,000.00	\$35,000
Permit and Entitlement Fees	1	LS	\$38,000.00	\$38,000
<b>Sub Construction Cost Estimate =</b>				<b>\$1,424,138</b>
<b>Contingency</b>			15%	\$213,621
<b>Total Construction Cost Estimate =</b>				<b>\$1,637,758</b>
Price per square foot \$ 425.39 SF				
<b>SOFT COSTS</b>				
Architecture + Subs	11.0%	Bldg Tot	\$	128,279
Engineering	15.0%	Site Tot	\$	125,053
Landscape Architecture	10.0%	Site Tot	\$	11,686
Land Planning	2.5%	Proj Tot	\$	35,603
Legal Fees	0.5%	Proj Tot	\$	7,121
Construction Management	5%	Proj Tot	\$	71,207
Permanent Loan Fees	TBD		\$	-
Construction Loan Fees	TBD		\$	-
<b>SOFT COSTS Subtotal</b>				<b>\$ 378,949</b>
<b>Contingency</b>			10%	\$37,895
<b>Total Construction Cost Estimate =</b>				<b>\$416,844</b>
<b>Total Project Cost Estimate =</b>				<b>\$2,054,602</b>

# Diamond Peak Ski Team

## *Spatial Needs Assessment*



### Next Steps:

1. IVGID Board of Trustees directs staff and general counsel to develop terms of a land-use MOU/long-term lease with DPSEF - TODAY.
2. IVGID staff/counsel and DPSEF bring back MOU to Board of Trustees for review and approval – target January 2021.
3. IVGID BOT approval of final MOU for long-term lease.
4. DPSEF begins capital fundraising campaign and starts design and renderings. DPSEF intends to self fund a new facility.
5. Per terms of drafted MOU, IVGID would review and participate in design concepts and construction documents prior to construction.
6. DPSEF intends to raise 100% of the funds to build the facility
7. Earliest possible construction start would be 2022.

*Questions?*

# Diamond Peak Ski Team

## Spatial Needs Assessment



# DIAMOND PEAK SKI EDUCATION FOUNDATION

## OUR MISSION

Through an uncompromising focus on our values and high-caliber coaching, our Mission is to provide a year-round program to develop each athlete's skill, grit and integrity, and to inspire and empower each of our athletes to achieve their personal goals in athletics and in life.

## OUR VISION

Is to be an exceptional alpine ski team renowned for cultivating a culture of excellence and developing individuals of outstanding character.

## OUR VALUES







## Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR.

District and DPSEF hereby agree to the following terms and conditions:

### **I. DPSEF'S RESPONSIBILITIES**

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including Masters, U19, U16, U14, U12, U10, Mighty Mites, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of competitions to be hosted by DPSEF and held at DPSR for submittal to the Mountain Operations Manager of DPSR or their designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result.
- C. DPSEF will conduct race meetings subject to U.S.S.A. standards for sanctioned races and provide services as needed for non-sanctioned races.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the Mountain Operations Manager of DPSR or their designee. All practices and procedures must be approved in writing by the 1st of October each fall prior to the winter season.
- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.



Diamond Peak Ski Race Team Agreement

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- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of race department headquarters.
- I. DPSEF will reimburse DPSR or District for utility charges for the race department headquarters building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment.
- L. DPSEF will seek final approval by DPSR General Manager for any materials utilizing the DPSR logo. DPSEF will use the names DPSR on all race related equipment including but not limited to: race bibs, banners, gate panels and patches.
- M. DPSEF will designate one individual by 1 November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision and conduct of program participants.
- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal.



Diamond Peak Ski Race Team Agreement

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## II. DISTRICT'S RESPONSIBILITIES

A. District, through DPSR, will make available portions of the mountain for production of the following races:

- Approximately four (4) Far West race events; and
- Approximately four (4) non-U.S.S.A. race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.
- C. DPSR will provide up to forty (40) photo ID (non-transferrable season ski passes) to DPSEF for the sole use of their race coaching staff.
- D. DPSR will provide up to thirty (30) race day ski comp tickets to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, DPSR will provide one race day ski comp ticket per eight (8) athletes registered to be used by visiting coaches on the day of a DPSEF race only.

It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold through any method currently available or yet available, particularly through the Internet. To assure this compliance, all these tickets will be date restricted.

- E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR. DPSR and DPSEF will work collaboratively to identify opportunities for facilities needed by both



Diamond Peak Ski Race Team Agreement

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organizations. Any direct costs regarding feasibility of these alternatives will be shared equally by DPSR and DPSEF.

- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the then-current picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDL7") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. DDLT per-day-ticket-pricing will be established once each ski season by agreement between DPSEF and DPSR management no later than November 1 prior to the start of the ski season ("DDL7 Price"). Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR. This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a -block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

Example: Assume that DPSR prints and delivers 300 DDLT for a Tahoe League Race, and assume that the DDLT Price that season is \$44. DPSR will invoice DPSEF 300 x \$22 for that block of tickets. (i.e.,  $\$44 \times 0.5 = \$22.00$ ) If DPSEF sells only 200 of those tickets, it will return the 100 unsold tickets to DPSR the same day at the conclusion of the race event, along with a



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written report stating the number of tickets sold from that block (i.e., 200). (See Part VII (D), below.) DPSEF will remit 200 x \$22.00 to DPSR within thirty days after the race.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches. These passes cannot be used to purchase food and/or non-alcoholic beverages for anyone but the passholder. DPSR shall have the exclusive right, and at its discretion, to revoke any pass at any time for any reason. Any purchases made for anyone other than the passholder is an example of when revocation could occur.
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
  - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
  - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.



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### III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the Mountain Operations Manager of DPSR or their designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, also known as "DPST" and "DPSEF".
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. Any DPSEF use of DPSR equipment (including, but not limited to copy machine, typewriters, paper goods, etc.) will be allowed by DPSR only on a second priority basis after the needs of DPSR: its prior consent is required. Paper may be purchased per 500-piece unit at cost from DPSR. The copy machine may be used at cost at \$.05 per individual copy. The FAX machine may be used at a cost per phone call. All costs are payable upon receipt of monthly invoice.



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- I. At no time is the DPSEF to compete with or infringe upon the program offers of the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least six (6) years of age by January 1" of the pertinent ski season, unless the following conditions are met to the satisfaction of DPSR General Manager:
  - (i) The child must have completed and successfully "graduated" from the DPSR Child Ski Center programs
  - (ii) If the child has relocated to the area and has already successfully completed a training program with another ski area or ski areas, the child must complete and pass a "ski off" test to be administered by the DPSR Child Ski. Center Manager or appropriate designee.
  - (iii) Children under six (6) entering the DPSEF will need to demonstrate that they are able to load and unload safely from a quad chairlift.
- J. Standards for loading and unloading chairlifts are attached as **Exhibit C**.
- K. Conflict of Interest standards applicable to this agreement are attached and incorporated by reference as **Exhibit D**.

#### IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR, General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.



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**V. CHILD ABUSE PREVENTION**

DPSEF agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

**VI. COMPLIANCE WITH LAWS**

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.

**VII. COLLECTION OF ALL RACE EVENT FEES**

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF race program tuition will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Paragraph II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the U.S.S.A. will be the





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responsibility of DPSEF.

- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

### **VIII. INDEMNIFICATION**

DPSEF agrees to indemnify and hold harmless District, and the DPSR, and all of its Trustees (past and present), its officers, employees, and agents from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

### **IX. INSURANCE**

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:
  - 1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
    - a. Name District/DPSR as additional insured; and
    - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
    - c. Contain standard cross liability provisions.
  - 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:



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1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
2. Indicate whether coverage provided is on a claims-made or occurrence basis;
3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
4. Be forwarded to:

Incline Village General Improvement District  
Director of Finance  
893 Southwood Boulevard  
Incline Village, Nevada 89451

- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

## **X. INDEPENDENT STATUS**

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever. DPSEF will hold District and DPSR harmless from any and all claims or liability and indemnify them from any liability arising out of DPSEF's activities on the hill, whether under this contract or otherwise.

## **XI. DEFAULT**

In the event of default of any terms of this agreement by DPSEF, District and DPSR



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reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct same within fourteen (14) days.

## **XII. ACCESS TO RECORDS**

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

## **XIII. AMENDMENTS**

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

## **XIV. TERM**

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on December 14, 2017, and expire on June 30, 2022 (i.e., five (5) winter ski seasons).

DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled or not.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

## **XV. ASSIGNMENT**

This agreement will not be assigned by DPSEF without the written agreement of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation other than by the District.



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**XVI. SIGNATURE REQUIREMENTS**

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

**XVII. ATTORNEY'S FEES**

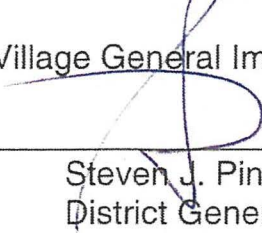
Should any dispute arise hereunder the prevailing party shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on this day, this 30<sup>th</sup> day of January, 2018.

Approved as to Form:

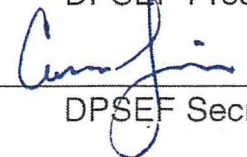
By:   
Jason Guinasso  
District General Counsel

Incline Village General Improvement District

By:   
Steven J. Pinkerton  
District General Manager

Diamond Peak Ski Education Foundation

By:   
DPSEF President

By:   
DPSEF Secretary



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**EXHIBIT A**

**Standards of Operation For Routine Ski Race Training As Established  
by Diamond Peak Ski Resort Management  
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions. Setting of race courses is at the discretion of the DPSR Mountain Operations Manager or his designee.
2. The responsible race coach will check for instructions with the DPSR Mountain Operations Manager or his designee before any training course is set. Race training schedule will be submitted to the Mountain Operations Manager and approved weekly one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR Mountain Operations Manager.
4. After training, the course will be side slipped to the satisfaction of the DPSR Mountain Manager or his designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR Mountain Operations Manager or his designee.
6. Use, type and display location of any sponsorship materials may be approved by DPSR General Manager.



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**EXHIBIT B**

**Standards of Operation For Race Production  
As Established by Diamond Peak Ski Resort Management  
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR Mountain Operations Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR Mountain Operations Manager at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration must be set up and operational at least three (3) hours prior to race start. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or their designee. As soon as Registration is complete, DPSEF will return the area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B-Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department to the satisfaction of the DPSR Mountain Operations Manager.
7. Lift line cutting privileges will be only at the discretion of DPSR Mountain Operations Manager.
8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager
9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USSA Competition rules.



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**EXHIBIT C**

**Standards of Lift Operations as Established by DPSEF  
(Standards of Operation, Paragraph III (I))**

**Diamond Peak Ski Team Lift Procedures (must always be followed):**

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Misloaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

**Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):**

1. Follow the Guidelines established by the Resort according to your own judgement.
2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.



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**EXHIBIT C**

**Standards of Lift Operations as Established by DPSEF  
(Standards of Operation, Paragraph III (I))  
(continued)**

**Coaches will be encouraged to do the following:**

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride two (2) children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander).

**Parents are encouraged to do the following:**

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.





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**EXHIBIT D**  
**Conflicts of Interest Standards**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.