

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Bobby Magee, District General Manager**FROM:** Paul Raymore, Marketing Director**SUBJECT:** Review, Discuss, and Possibly Approve an Agreement with CC Media Publishing for Publishing the IVGID Magazine during Calendar Year 2025 (Requesting Staff Member: Marketing & Communications Manager Paul Raymore)

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES** Long Range Principle #6 – Communication – The District will engage, interact and educate to promote understanding of the programs, activities, services, and ongoing affairs.

- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure that both internal and external communication is responsive, comprehensive and inclusive.

**DATE:** June 12, 2024**I. RECOMMENDATION**

The Board of Trustees makes a motion to approve one of the proposed agreements with CCMedia Publishing for publishing the *IVGID Magazine* during calendar year 2025.

**II. BACKGROUND HISTORY & OVERVIEW**

The *IVGID Magazine* – formerly the *IVGID Quarterly* – has existed in something similar to its current form since June 2015. Prior to that, the District self-published a bi-annual *Parks & Recreation Activity Guide* that was distributed at the Recreation Center and listed classes, activities, programs, etc. available at the Recreation Center and through other Parks & Recreation departments.

Initially, the *IVGID Magazine* was published in partnership with the former Sierra

Nevada Media Group (which also published the Tahoe Daily Tribune newspaper); however, beginning in December 2017, the District contracted with CCMedia Publishing (formerly Creative Concepts Media) to assume the role of the District's publishing partner, and CCMedia has continued in that role to date.

*(Note: CCMedia Publishing, which is our publishing partner for the magazine, is a different entity than EXL Media, which handles the District's paid advertising placements for the Marketing Department.)*

During calendar year 2024, we will publish five (5) editions of the *IVGID Magazine* on the following schedule:

- Mid-April: Spring/Early-Summer Guide
- Late-June: Summer Guide
- Mid-September: Fall/Early-Winter Guide
- Late-October: Annual Report edition
- Mid-December: Winter Guide

Each time we publish a new edition, we mail one copy to each parcel owner on record (approximately 6,900 copies) and distribute additional copies of the magazine at the Recreation Center and seasonally at various other District venues (Incline & Burnt Cedar beaches, Village Green, Aspen Grove, Preston Field).

In an effort to minimize waste, the Marketing team continually adjusts the total quantity of magazines printed to try to print only what we expect to distribute each edition. We also adjust quantities seasonally, as there are many more residents in town during the summer months than during the fall/winter/spring.

### **PAID ADVERTISING IN THE *IVGID MAGAZINE***

Per the current publishing agreement with CCMedia (Attachment A - CCMedia Publishing Agreement through 2024), CCMedia manages all advertising sales and placement for the magazine, and collects and keeps all advertising sales revenue. In exchange, CCMedia pays for printing of up to 9,500 copies of each edition, handles all graphic design and layout, and facilitates the delivery of printed magazines to the direct mail shop used to mail copies to parcel holders. (The District pays for the actual mailing cost.)

All paid advertisements included in the magazine are subject to District Policy and Procedure No. 143/Resolution No. 1904 (District-wide advertising policy), with any questionable ads forwarded by CCMedia for approval by the District General Manager and/or District Legal Counsel.

### **COST TO MAIL THE *IVGID MAGAZINE***

The cost to mail the *IVGID Magazine* to the approximately 6,900 parcel owners throughout the District (as compiled by Washoe County parcel master database)

varies slightly for each edition, depending on the page count (weight) of the magazine and total number of addresses. For the past year's worth of editions, the mailing expenses were:

- June 2023 edition: \$5,426.77
- September 2023 edition: \$5,323.91
- October 2023 edition: \$5,140.84
- December 2023 edition: \$5,316.11
- April 2024 edition: \$5,479.00
- **TOTAL: \$26,686.63**

### **CONTRACT RENEWAL NEEDED FOR 2025**

The current publishing agreement with CCMedia (Attachment A) runs through the December 2024 edition. Due to the nature of advertising sales agreements – often contracted up to one (1) year in advance, with advertisers committing to a full year's worth of ads – CCMedia and the District are now looking to extend, modify, or make plans to terminate the agreement for calendar year 2025.

Staff intends to go to bid for *IVGID Magazine* publishing services for calendar year 2026 and beyond.

### **AGREEMENT OPTIONS FOR 2025 CALENDAR YEAR**

At the January 10, 2024 IVGID Board of Trustees meeting, the Marketing team presented an overview of the *IVGID Magazine* 2023 reader survey results, and received feedback from the Board about the magazine and the costs associated with the magazine, including staff time and mailing costs.

The Board made it clear at that meeting that publishing five (5) editions of the magazine per calendar year seems like too many. And the Board also questioned the return on investment for the staff time and mailing costs associated with the magazine.

With these concerns in mind, Staff worked with District legal counsel and CCMedia to create two potential options for extending our publishing agreement with CCMedia for the 2025 calendar year:

**OPTION 1** would cut down on the total number of editions published to four (4) during calendar year 2025 (eliminating the October "Annual Report" edition), and would eliminate the District's expenses associated with mailing the magazine to parcel holders. Under this option (Attachment B - CCMedia Publishing Agreement 2025 - with golf cart ads), CCMedia would assume the expense of mailing the magazine to parcel holders, in exchange for the chance to sell ads on the District's GPS-enabled golf cart screens at the Championship Golf Course and keep all associated revenue from such ad sales. With this option, the District would not pay any expenses for the magazine besides Staff time to gather

content and edit the magazine.

**OPTION 2** would also cut down on the total number of editions published to four (4) during calendar year 2025 (eliminating the October "Annual Report" edition), but would not change the structure of who pays for mailing the magazine to parcel holders. Under this option (Attachment C - CCMedia Publishing Agreement 2025 - no golf cart ads), the District would continue to pay for the postage and mail processing fees for each magazine, and CCMedia would not sell any additional advertising on the GPS-enabled golf carts at the Championship Golf Course. Postage and mail processing fees are expected to cost around \$5,500 per edition, for a total cost of approximately \$22,000 for four editions during calendar year 2025.

Under both options, CCMedia will continue to manage all advertising sales and placement for ads in the magazine, and collect and keep all advertising sales revenue. In exchange, CCMedia will pay for printing up to 8,500 copies of each edition, handle all graphic design and layout, and facilitate the delivery of printed magazines to the direct mail shop used to mail copies to parcel holders.

### **III. BID RESULTS**

The proposed agreement is exempt from competitive bidding requirements under NRS 332.115, as a sole source purchase for professional services (NRS 332.115 subsection 1.b). However, the District intends to go to bid for *IVGID Magazine* publishing services for the 2026 calendar year and beyond.

### **IV. FINANCIAL IMPACT AND BUDGET**

Presuming the Board chooses to continue publishing the *IVGID Magazine* in partnership with CCMedia for calendar year 2025:

If the Board chooses OPTION 1 (with golf cart advertising), the District would not pay any expenses for the magazine besides Staff time to gather content and edit the magazine. Staff time has been estimated at between 30 - 40 hours in total across all of the contributors and editors of the magazine, per edition.

If the Board chooses OPTION 2 (without golf cart advertising), the District would continue to pay for postage and mail processing fees for the magazine - estimated at \$22,000 for calendar year 2025 - as well as Staff time to gather content and edit the magazine. Staff time has been estimated at between 30 - 40 hours in total across all of the contributors and editors of the magazine, per edition. Postage and mailing expenses for the magazine are budgeted in the General Fund under Administrative Services, account 10001417-7470.

### **V. ALTERNATIVES**

Direct Staff not to enter into a publishing agreement with CCMedia for calendar year 2025, understanding that doing so will leave a large gap in the District's 2025 communications plans, as the printed *IVGID Magazine* is a key component of the overall parcel-holder communications strategy. Publishing the *IVGID*

*Magazine* 100% in-house would require significant investment in additional staff time (likely 70 - 80+ hours per edition) as well as significant external graphic design resources and expenses.

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

1. Attachment A - CCMedia publishing agreement through 2024
2. Attachment B - IVGID CCM Publishing Contract 2025 with golf cart ads
3. Attachment C - CCMedia Publishing Agreement 2025 - no golf cart ads

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

That the Board of Trustees make a motion to authorize Staff to enter into an agreement with CCMedia Publishing for 2025 calendar year publishing services for the *IVGID Magazine*, choosing either:

- OPTION 1 - with golf cart advertising (Attachment B - CCMedia Publishing Agreement 2025 - with golf cart ads)
- OPTION 2 - without golf cart advertising (Attachment C - CCMedia Publishing Agreement 2025 - no golf cart ads)

# **ATTACHMENT A**

MAGAZINE PUBLISHING AGREEMENT  
BETWEEN  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
AND  
CREATIVE CONCEPTS MEDIA

Whereas the District exists to serve the public, promote the health, safety, and prosperity of the inhabitants of the Incline Village Improvement District (the "District").

Whereas Creative Concepts Media, Inc. ("dba CCMedia") is a traditional and digital media agency that buys advertising space in media for businesses; and is a sales and publication company for association magazines.

Whereas the District and CCMEDIA intend to work together in partnership to advance their collective goals.

Whereas the District owns and has exclusive right to publish certain publications known as the IVGID Quarterly Magazine (the "Magazine"). The DISTRICT is willing to grant CCMEDIA a license, for the term of this Agreement, to solicit advertising for the publication of the Magazine, collect revenues resulting therefrom, and once received, retain the revenue as set forth below, all in accordance with the terms of this agreement.

Therefore, this Publishing Agreement ("Agreement") is entered into between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT and CCMedia.

I. Obligations to the Parties.

CCMEDIA shall manage advertising sale, design, and production of the Magazine. In doing so, CCMEDIA's duties will be to:

- a. Manage advertising sales efforts for the magazine.
- b. Produce 9,500 4-color, 8.5 x 11-inch, saddle-stitched, 40 to 64-page magazines, three times per year in 2021 in February, June and December. (Months may change with mutual agreement, notification, and approval by ~~the District~~). In 2022 & thereafter, June and December, *and October.* *both parties*
- c. Produce 12,000 4-color, 8.5 x 11-inch, saddle-stitched, 40 to 64-page magazines, two times per year in 2021 in April and September. (Months may change with mutual agreement, notification, and approval by the District). In 2022 & thereafter, late March/April and September
- d. Create advertising sales media kit.
- e. Design and layout of the magazine.
- f. Gather ads from advertisers and timely production of the magazine.
- g. Prepare all advertising sales contracts, invoices and make collections.
- h. Reserve up to 60% of space for the District in each magazine.
- i. Prepare and send each magazine in PDF format to post on the District website as well as email to homeowners who prefer an electronic version.
- j. Provide page three of the magazine for the District's sole marketing use.
- k. Retain all advertising sales revenues.

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- l. Have each magazine inserted one time in the Incline Village issue of the Tahoe Tribune.
- m. Pay 50% of the cost to insert in the Tahoe Tribune.

The District shall:

- a. Provide content relative to District homeowners.
- b. Provide all edited photos, copy art, and cover art for placement in magazine.
- c. Provide District confidential mailing list to printer/mail house.
- d. Refer interested advertisers to CCMEDIA.
- e. Pay for mailing and postage costs for each of the magazines.
- f. Pay 50% of the cost to insert the magazine in the Tahoe Tribune.
- g. Pay for the cost to print the additional 2,500 magazines two times per year.
- h. Post the Magazine on District website.
- i. Provide 50 Diamond Peak Ski Resort Non-Peak Daily Lift Tickets per each contracted ski season which shall be transferable, but not for resale.
- j. Approve all rate sheets and media kits before distribution.

II. Rights of the Parties.

- a. The District shall have the right, in its sole and exclusive discretion, to disapprove of and exclude any product or business from advertising in the Magazine. No competing ski area, golf course, bottled water or tennis related service may be included in the publication.
- b. The Parties may agree to change the number of magazines published per year by mutual written agreement. There may also be an agreed upon change in printing quantities with mutual agreement.
- c. The District maintains a right to confidentiality of its information. CCMEDIA may not sell or distribute any information it receives from the District in the implementation of this Agreement. At all times hereafter, CCMEDIA will keep in confidence and trust all Confidential Information (labeled as such) that CCMEDIA learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without District's advance written consent.
- d. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

III. Scope of the Agreement.

- a. The license granted herein is for the sole purpose of soliciting purchases of advertising space. All Products shall remain the exclusive property of the District and no other



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interest in the Products is granted to CCMEDIA under this Agreement. This Agreement in no way confers upon CCMEDIA a power of attorney or enables CCMEDIA to bind the District in any other way.

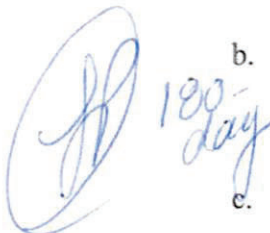
- b. CCMEDIA enters into this Agreement as, and shall continue to be, an independent contractor. Except as set forth in this Agreement, CCMEDIA shall determine the method, details, and means of performing the Services. Neither CCMEDIA nor CCMEDIA employees or subcontractors shall be deemed to be employees or agents of the District. CCMEDIA is responsible for direct payment, when and as due, of any taxes incurred as a result of the compensation paid under this Agreement, including estimated taxes, as well as for any such payments with respect to CCMEDIA employees or subcontractors, and CCMEDIA shall provide the District with proof of payment upon request.

IV. Party warranties.

- a. CCMEDIA represents and warrants that CCMEDIA has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMEDIA.
- b. CCMEDIA represents and warrants that CCMEDIA will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services. CCMEDIA represents and warrants that CCMEDIA execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMEDIA; (ii) a breach under any contract by which CCMEDIA is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- c. CCMEDIA represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.
- d. The District warrants and represents that the District is the sole owner of the Products and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.
- e. During the term of this Agreement, District agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, the District will offer reasonable suggestions to CCMEDIA of who would be good prospects for advertising. CCMEDIA agrees to use its best efforts in soliciting advertising and marketing the Products.

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V. Term of the Contract.

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- a. The Contract shall commence on January 1, 2021, and terminate on December 31, 2024, unless mutually terminated earlier in accordance with this Agreement.
- b. Either party shall have a mutual right to terminate this Agreement for any reason upon giving ~~sixty-day~~ *180-day* notice of its intent, which will include the reason, to terminate the Agreement in writing. In the event of such termination, the terminating party must ensure it satisfies all invoices and outstanding payments before the date of termination.
- c. In the event that this Agreement is terminated, CCMEDIA will receive full payment for all ad sales signed by the termination date paid for by the District on termination date. The District shall receive all agreed upon services contained in this Agreement. The District will be responsible for all advertising management for advertisers after the termination of this contract. Upon receiving notice of termination, CCMEDIA will provide to the District all existing contracts, all work product and other documents related to CCMEDIA services for the District.
- d. In the event of a Force Majeure event affecting either party's performance of this Agreement for more than thirty consecutive days, the Agreement shall be terminated. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature it could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemics, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by either party. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement as soon as possible.

VI. Disputes over this Agreement.

- a. Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes.
- b. The arbitration shall take place in Washoe County, Nevada. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.
- c. Nevada law shall govern all aspects of this Agreement.

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- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

Other provisions.

- e. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- f. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- g. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

Incline Village General Improvement District  By: _____  Indra Winquest District General Manager   _____ Tim Callicrate Chair, IVGID Board of Trustees  _____ Joshua Nelson IVGID General Counsel	Creative Concepts Media, dba CCMedia  By:  _____ Laura Partridge President 9/17/20
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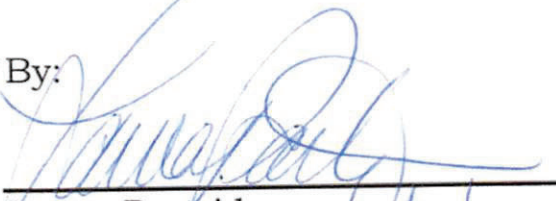
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- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

Other provisions.

- e. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- f. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- g. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

<p>Incline Village General Improvement District</p> <p>By: </p> <hr style="border: 0.5px solid black;"/> <p>Indra Winquest                      11.18.2020        District General Manager</p>  <hr style="border: 0.5px solid black;"/> <p>Tim Callicrate        Chair, IVGID Board of Trustees</p>  <hr style="border: 0.5px solid black;"/> <p>Joshua Nelson        IVGID General Counsel</p>	<p>Creative Concepts Media, dba CCMedia</p> <p>By: </p> <hr style="border: 0.5px solid black;"/> <p>Laura Partridge                      11/17/20        President</p>
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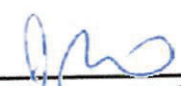

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- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

Other provisions.

- e. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- f. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- g. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

Incline Village General Improvement District  By: _____  Indra Winquest District General Manager  _____  Tim Callicrate Chair, IVGID Board of Trustees   _____ Joshua Nelson IVGID General Counsel	Creative Concepts Media, dba CCMedia  By:  _____ Laura Partridge President 4/17/20
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# **ATTACHMENT B**

MAGAZINE PUBLISHING AGREEMENT  
BETWEEN  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
AND  
CCMEDIA PUBLISHING, LLC

Whereas the District exists to serve the public, promote the health, safety, and prosperity of the inhabitants of the Incline Village General Improvement District (the “District”).

Whereas CCMedia Publishing (“CCMedia”) is a sales and publication company for association magazines.

Whereas the District and CCMedia intend to work together in partnership to advance their collective goals.

Whereas the District owns and has exclusive right to publish certain publications known as the IVGID Magazine (the “Magazine”). The District is willing to grant CCMedia a license, for the term of this Agreement, to solicit advertising for the publication of the Magazine, collect revenues resulting therefrom, and once received, retain the revenue as set forth below, all in accordance with the terms of this agreement.

Therefore, this Publishing Agreement (“Agreement”) is entered into between the District and CCMedia.

I. Obligations to the Parties.

CCMedia shall manage advertising sales, design, and production of the Magazine; and ad sales for the GPS screens on the golf carts at the Incline Village Championship Golf Course beginning on the term of the Agreement. In doing so, CCMedia’s duties will be to:

- a. Manage advertising sales efforts for the magazine.
- b. Manage advertising sales efforts for the Visage golf cart advertising GPS screens on the golf carts at the Incline Village Championship Golf Course beginning on the term of the Agreement (sales for golf seasons 2024 and 2025 permitted).
- c. Produce 8,500 4-color, 8.5 x 11-inch, saddle-stitched, 40-64 page magazines, four (4) times per year in April, June, September, and December of 2025. Months may be changed with mutual agreement, notification, and approval by the District. (Nothing in this agreement changes the publishing schedule for 2024.)
- d. Create advertising sales media kits.
- e. Design and layout of the magazine.
- f. Gather ads from advertisers and timely production of the magazine; and ads for golf cart signage.
- g. Prepare all advertising sales contracts, invoices and make collections.
- h. Reserve up to 60% of space for the District in each magazine.
- i. Reserve up to 40% of space on Visage golf cart advertising platform for the District.

- j. Prepare and send each magazine in PDF format to post on the District website as well as email to homeowners who prefer an electronic version.
- k. Provide one full page in the magazine for the District's sole marketing use.
- l. Retain all advertising sales revenues.
- m. Pay for postage and mail preparation costs for up to 7,000 magazines per edition during calendar year 2025, which shall be mailed during the month in which the issue is dated.
- n. Ensure that all advertisements in the magazine and other advertising subject to this Agreement shall conform to IVGID's Districtwide Advertisement Policy (Resolution 1904).
- o. CCMedia acknowledges that the District owns the District logo, all District trademarks, including the name of the IVGID Magazine and all rights therein, and all District provided content for the Magazine, including, for clarity, all derivative works based thereon, and that CCMedia holds no intellectual property rights in any of the foregoing. Additionally, District shall own the copyright and all intellectual property rights in the completed IVGID Magazine.
- p. The District acknowledges that CCMedia owns all rights to their sales efforts, databases, contracts, CRM, and products created and used exclusively by CCMedia.
- q. Notwithstanding the foregoing, CCMedia shall be deemed an independent contractor of the District for the purposes of labor and tax laws, and acknowledges that no employer-employee relationship exists between the District and CCMedia. CCMedia shall have control over the means and manner of the performance of the publication of the Magazine and all related activities under the Agreement, subject to coordination of schedule with the District, and the District does not require that CCMedia work exclusively for the District. CCMedia shall furnish all tools, equipment, apparatus, supplies and materials unless otherwise mutually agreed by District, and assumes all risk of loss, damage or harm to such equipment or materials arising in connection with this agreement. CCMedia shall be solely responsible for its own actions or omissions while engaged in carrying out the terms and conditions of this agreement, and has no authority, express or implied, to act on behalf of the District as an agent or representative or to bind the District to any obligation. CCMedia shall be solely responsible for, and the District shall have no obligation with respect to: (1) withholding of income taxes, Social Security, FICA or any other taxes and fees; (2) industrial/workers' compensation insurance coverage; (3) disability insurance or unemployment compensation coverage as may be provided by the State of Nevada. CCMedia and its employees shall not eligible for any benefits from District provided to employees, including any pension or health benefits or participation in any group insurance plans. CCMedia shall comply with all tax and withholding requirements that may apply under applicable law, including but not limited to income tax withholding, FICA, and Medicare, for CCMedia and any of its employees or subcontractors.

The District shall:

- a. Provide content relative to District homeowners.
- b. Provide introduction to community leaders and clubs.
- c. Provide all edited photos, copy art, and cover art for placement in magazine.
- d. Provide District confidential mailing list to printer/mail house.



- e. Refer interested advertisers to CCMedia.
- f. Pay for the printing of the magazine for any quantities requested by District in excess of 8,500 per year during calendar year 2025.
- g. Post the Magazine on District website.
- h. Approve all rate sheets and media kits before distribution.
- i. Manage the scheduling, rotation and placement of advertisers in the Visage golf cart advertising GPS screens. All advertisements and details will be provided by CCMedia.
- j. The District hereby grants to CCMedia a non-exclusive, royalty-free license to use, copy the District logo, District trademarks, and District-provided articles and other Magazine-related creative content provided by the District, to be used solely for the purpose of preparing and distributing the Magazine and in connection with the golf cart GPS screen advertising, and for no other purposes.

## II. Rights of the Parties.

- a. The District shall have the right, in its sole and exclusive discretion, to disapprove of and exclude any product, business, or entity from advertising in the Magazine, golf cart screens, or other advertising subject to this Agreement. No competing ski area, golf course, gym/fitness, bottled water, or tennis & pickleball related venue or service may be included in such advertising. No cannabis/CBD products or services may be included.
- b. The District maintains a right to confidentiality of its information. CCMedia may not sell or distribute any information it receives from the District in the implementation of this Agreement. At all times hereafter, CCMedia will keep in confidence and trust all Confidential Information (labeled as such) that CCMedia learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without District's advance written consent. CCMedia acknowledges that the District is subject to the Nevada Public Records Act, and that nothing in this agreement shall be deemed to impede or limit the District's ability to comply with obligations under such laws.
- c. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- d. The District's liability under the terms of this agreement shall be strictly limited by NRS Chapter 41.
- e. CCMedia shall maintain Business General Liability insurance as is standard for a business such as CCMedia, and shall add the District as an additional insured party with respect to the performance of this Agreement. CCMedia's insurance shall be primary and non-contributory with respect to the District, and CCMedia waives any right to subrogation which any insurer of CCMedia may acquire against District by virtue of the payment of any claim.
- f. CCMedia shall require, in its contracts with advertisers, that such advertisers indemnify and defend the District in addition to CCMedia for any claims arising out of the content

of advertising placed in the IVGID Magazine, and that the District shall be recognized in such contracts as a third party beneficiary of such obligations, and that such contract terms requiring indemnity and defense of the District shall survive the expiration or termination of such contracts.

III. Scope of the Agreement.

- a. The license granted herein is for the sole purpose of soliciting purchases of advertising space. All content produced by the District shall remain the exclusive property of the District and no other interest in such content is granted to CCMedia under this Agreement, except the license for purposes of producing the Magazine. This Agreement in no way confers upon CCMedia a power of attorney or enables CCMedia to bind the District in any other way.

IV. Party warranties.

- a. CCMedia represents and warrants that CCMedia has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMedia.
- b. CCMedia represents and warrants that CCMedia will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services. CCMedia represents and warrants that CCMedia execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMedia; (ii) a breach under any contract by which CCMedia is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- c. CCMedia represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.
- d. The District warrants and represents that the District is the sole owner of the content produced by the District and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.
- e. During the term of this Agreement, District agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, the District will offer reasonable suggestions to CCMedia of who would be good prospects for advertising. CCMedia agrees to use its best efforts in soliciting advertising and marketing the Magazine.

V. Term of the Contract.

- a. The Contract shall commence upon signing, and terminate on December 31, 2025, unless mutually terminated earlier in accordance with this Agreement.

- b. In the event that either party breaches a term of this agreement and does not promptly correct (in no event shall the cure period exceed 30 days) following receipt of written notice from the other party, this agreement may be terminated for cause without further delay.
- c. In the event that this Agreement is terminated prior to the expiration of the term for any reason, CCMedia will be entitled to receive payment for all ad sales contracted as of the termination date, less any refunds or other payments to advertisers for magazine issues or other advertising that will not be printed or otherwise distributed. The District will be responsible for all advertising management for advertisers after the termination of this contract. Upon receiving notice of termination and payment for advertising sales contracted by CCMedia but forthgoing managed by The District, CCMedia will provide to the District a list of existing advertisers.
- d. In the event of a Force Majeure event affecting either party's performance of this Agreement for more than thirty consecutive days, the Agreement shall be terminated. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature it could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemics, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by either party. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement as soon as possible.

VI. Disputes over this Agreement.

- a. Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes.
- b. The arbitration shall take place in Washoe County, Nevada. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.
- c. Nevada law shall govern all aspects of this Agreement. Venue for any legal dispute hereunder shall be Washoe County, Nevada.
- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement

VII. Other provisions.

- a. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- b. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- c. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Bobby Magee  
General Manager

\_\_\_\_\_  
Sara Schmitz, Chair,  
IVGID Board of Trustees

\_\_\_\_\_  
IVGID General Counsel

CCMedia Publishing, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Laura Partridge, Owner

# **ATTACHMENT C**

MAGAZINE PUBLISHING AGREEMENT  
BETWEEN  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
AND  
CCMEDIA PUBLISHING, LLC

Whereas the District exists to serve the public, promote the health, safety, and prosperity of the inhabitants of the Incline Village General Improvement District (the “District”).

Whereas CCMedia Publishing (“CCMedia”) is a sales and publication company for association magazines.

Whereas the District and CCMedia intend to work together in partnership to advance their collective goals.

Whereas the District owns and has exclusive right to publish certain publications known as the IVGID Magazine (the “Magazine”). The District is willing to grant CCMedia a license, for the term of this Agreement, to solicit advertising for the publication of the Magazine, collect revenues resulting therefrom, and once received, retain the revenue as set forth below, all in accordance with the terms of this agreement.

Therefore, this Publishing Agreement (“Agreement”) is entered into between the District and CCMedia.

I. Obligations to the Parties.

CCMedia shall manage advertising sales, design, and production of the Magazine. In doing so, CCMedia’s duties will be to:

- a. Manage advertising sales efforts for the magazine.
- b. Produce 8,500 4-color, 8.5 x 11-inch, saddle-stitched, 40-64 page magazines, four (4) times per year in April, June, September, and December (Months may be changed with mutual agreement, notification, and approval by the District).
- c. Create advertising sales media kits.
- d. Design and layout of the magazine.
- e. Gather ads from advertisers and timely production of the magazine.
- f. Prepare all advertising sales contracts, invoices and make collections.
- g. Reserve up to 60% of space for the District in each magazine.
- h. Prepare and send each magazine in PDF format to post on the District website as well as email to homeowners who prefer an electronic version.
- i. Provide one full page in the magazine for the District’s sole marketing use.
- j. Retain all advertising sales revenues.
- k. Ensure that all advertisements in the magazine and other advertising subject to this Agreement shall conform to IVGID’s Districtwide Advertisement Policy (Resolution 1904).

- l. CCMedia acknowledges that the District owns the District logo, all District trademarks, including the name of the IVGID Magazine and all rights therein, and all District provided content for the Magazine, including, for clarity, all derivative works based thereon, and that CCMedia holds no intellectual property rights in any of the foregoing. Additionally, District shall own the copyright and all intellectual property rights in the completed IVGID Magazine.
- m. The District acknowledges that CCMedia owns all rights to their sales efforts, databases, contracts, CRM, and products created and used exclusively by CCMedia.
- n. Notwithstanding the foregoing, CCMedia shall be deemed an independent contractor of the District for the purposes of labor and tax laws, and acknowledges that no employer-employee relationship exists between the District and CCMedia. CCMedia shall have control over the means and manner of the performance of the publication of the Magazine and all related activities under the Agreement, subject to coordination of schedule with the District, and the District does not require that CCMedia work exclusively for the District. CCMedia shall furnish all tools, equipment, apparatus, supplies and materials unless otherwise mutually agreed by District, and assumes all risk of loss, damage or harm to such equipment or materials arising in connection with this agreement. CCMedia shall be solely responsible for its own actions or omissions while engaged in carrying out the terms and conditions of this agreement, and has no authority, express or implied, to act on behalf of the District as an agent or representative or to bind the District to any obligation. CCMedia shall be solely responsible for, and the District shall have no obligation with respect to: (1) withholding of income taxes, Social Security, FICA or any other taxes and fees; (2) industrial/workers' compensation insurance coverage; (3) disability insurance or unemployment compensation coverage as may be provided by the State of Nevada. CCMedia and its employees shall not be eligible for any benefits from District provided to employees, including any pension or health benefits or participation in any group insurance plans. CCMedia shall comply with all tax and withholding requirements that may apply under applicable law, including but not limited to income tax withholding, FICA, and Medicare, for CCMedia and any of its employees or subcontractors.

The District shall:

- a. Provide content relative to District homeowners.
- b. Provide introduction to community leaders and clubs.
- c. Provide all edited photos, copy art, and cover art for placement in magazine.
- d. Provide District confidential mailing list to printer/mail house.
- e. Refer interested advertisers to CCMedia.
- f. Pay for the printing of the magazine for any quantities requested by District in excess of 8,500 per year.
- g. Pay for the postage and mail preparation costs for each of the magazines mailed to District residents.
- h. Post the magazine on District website.
- i. Approve all rate sheets and media kits before distribution.
- j. The District hereby grants to CCMedia a non-exclusive, royalty-free license to use, copy the District logo, District trademarks, and District-provided articles and other



Magazine-related creative content provided by the District, to be used solely for the purpose of preparing and distributing the Magazine, and for no other purposes.

## II. Rights of the Parties.

- a. The District shall have the right, in its sole and exclusive discretion, to disapprove of and exclude any product, business, or entity from advertising in the Magazine, or other advertising subject to this Agreement. No competing ski area, golf course, gym/fitness, bottled water, or tennis & pickleball related venue or service may be included in such advertising. No cannabis/CBD products or services may be included.
- b. The District maintains a right to confidentiality of its information. CCMedia may not sell or distribute any information it receives from the District in the implementation of this Agreement. At all times hereafter, CCMedia will keep in confidence and trust all Confidential Information (labeled as such) that CCMedia learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without District's advance written consent. CCMedia acknowledges that the District is subject to the Nevada Public Records Act, and that nothing in this agreement shall be deemed to impede or limit the District's ability to comply with obligations under such laws.
- c. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- d. The District's liability under the terms of this agreement shall be strictly limited by NRS Chapter 41.
- e. CCMedia shall maintain Business General Liability insurance as is standard for a business such as CCMedia, and shall add the District as an additional insured party with respect to the performance of this Agreement. CCMedia's insurance shall be primary and non-contributory with respect to the District, and CCMedia waives any right to subrogation which any insurer of CCMedia may acquire against District by virtue of the payment of any claim.
- f. CCMedia shall require, in its contracts with advertisers, that such advertisers indemnify and defend the District in addition to CCMedia for any claims arising out of the content of advertising placed in the IVGID Magazine, and that the District shall be recognized in such contracts as a third party beneficiary of such obligations, and that such contract terms requiring indemnity and defense of the District shall survive the expiration or termination of such contracts.

## III. Scope of the Agreement.

- a. The license granted herein is for the sole purpose of soliciting purchases of advertising space. All content produced by the District shall remain the exclusive property of the District and no other interest in such content is granted to CCMedia under this Agreement, except the license for the purposes of producing the Magazine. This

Agreement in no way confers upon CCMedia a power of attorney or enables CCMedia to bind the District in any other way.

IV. Party warranties.

- a. CCMedia represents and warrants that CCMedia has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMedia.
- b. CCMedia represents and warrants that CCMedia will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services. CCMedia represents and warrants that CCMedia execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMedia; (ii) a breach under any contract by which CCMedia is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- c. CCMedia represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.
- d. The District warrants and represents that the District is the sole owner of the content produced by the District and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.
- e. During the term of this Agreement, District agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, the District will offer reasonable suggestions to CCMedia of who would be good prospects for advertising. CCMedia agrees to use its best efforts in soliciting advertising and marketing the Magazine.

V. Term of the Contract.

- a. The Contract shall commence on January 1, 2025, and terminate on December 31, 2025, unless mutually terminated earlier in accordance with this Agreement.
- b. In the event that either party breaches a term of this agreement and does not promptly correct (in no event shall the cure period exceed 30 days) following receipt of written notice from the other party, this agreement may be terminated for cause without further delay.
- c. In the event that this Agreement is terminated prior to the expiration of the term for any reason, CCMedia will be entitled to receive payment for all ad sales contracted as of the termination date, less any refunds or other payments to advertisers for magazine issues or other advertising that will not be printed or otherwise distributed. The District will be responsible for all advertising management for advertisers after the termination of this contract. Upon receiving notice of termination and payment for advertising sales contracted by CCMedia but forgoing managed by The District, CCMedia will provide to the District a list of existing advertisers.

- d. In the event of a Force Majeure event affecting either party's performance of this Agreement for more than thirty consecutive days, the Agreement shall be terminated. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature it could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemics, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by either party. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement as soon as possible.

VI. Disputes over this Agreement.

- a. Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes.
- b. The arbitration shall take place in Washoe County, Nevada. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.
- c. Nevada law shall govern all aspects of this Agreement. Venue for any legal dispute hereunder shall be Washoe County, Nevada.
- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement

VII. Other provisions.

- a. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- b. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- c. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

<p>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</p> <p>By: _____ Date: _____</p> <p>_____ Bobby Magee General Manager</p> <p>_____ Sara Schmitz, Chair, IVGID Board of Trustees</p> <p>_____ IVGID General Counsel</p>	<p>CCMedia Publishing, LLC</p> <p>By: _____ Date: _____</p> <p>_____ Laura Partridge, Owner</p>
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