

MEMORANDUM**TO:** Board of Trustees**THROUGH:** Bobby Magee, District General Manager**FROM:** Paul Raymore, Marketing Director**SUBJECT:** Review, Discuss and Approve an Agreement with Professional Ski Racer Lila Lapanja for Complimentary Memberships at the Recreation Center, Tennis & Pickleball Center, and Diamond Peak Season Ski Passes, in exchange for serving as a Marketing Ambassador for IVGID's Recreation Venues.(Requesting Staff Member: Marketing & Communications Manager Paul Raymore)**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

IVGID POLICY AND PROCEDURE NO. 141 - RESOLUTION 1895

Paragraph 5.

Fee Waivers or Contributions. The Board of Trustees may authorize additional complimentary or discounted use of District facilities and recreational programs in its discretion. In addition, the Board of Trustees may authorize monetary contributions to Community Focused Non-Profits or other entities to the extent permitted by NRS 318 and other applicable law. This Resolution does not affect or invalidate any existing joint use or similar agreement with a Community Focused Non-Profit, which be deemed an additional use subject to this Section.

DATE: July 31, 2024**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Authorize Staff to sign and execute an Agreement with Lila Lapanja (Attachment B) to serve as a marketing ambassador for IVGID's recreation venues in exchange for complimentary usage of the Incline Village

Recreation Center, the Incline Village Tennis & Pickleball Center, and Diamond Peak Ski Resort.

II. BACKGROUND

Lila Lapanja is a professional alpine ski racer who was born and raised in Incline Village, and still calls Incline Village her home. Lila began skiing at the age of 2 on the slopes of Diamond Peak Ski Resort, and has gone on to achieve great success on the professional alpine ski racing circuit.

Lila began her racing career with the Diamond Peak Ski Team, racing in all disciplines throughout the western region and consistently placing at the top of the field as a young racer. At age 16, she was named to the U.S. Ski Team and represented the USA and her hometown at races all around the country and world.

To date, Lila has enjoyed remarkable success at all levels of the sport. Lila is the reigning 2024 U.S. National Champion in Slalom. In all, she has won four U.S. National Championship titles (in 2021 in both Giant Slalom and Alpine Combined disciplines, and in 2023 and 2024 in Slalom), has stood on 10 U.S. National Championship podiums, and has competed on the World Cup, European Cup, and North American ski racing series, as well as at two Junior World Championships.

Throughout her ski racing career, Lila has maintained close ties to her hometown resort of Diamond Peak, and the Diamond Peak Ski Team, often appearing at events for both organizations to sign autographs and speak to the young racers in the Diamond Peak Ski Team programs. Lila has also appeared in many Diamond Peak Ski Resort marketing videos and photo shoots over the years, lending her voice and her persona to the resort's marketing campaigns.

Lila has been and continues to be an IVGID Recreation Pass (aka Picture Pass) holder.

Lila's current goal is to qualify for and race in the 2026 Winter Olympics. As part of her training toward that goal, Lila is requesting complimentary usage of the Incline Village Recreation Center, Incline Village Tennis & Pickleball center, and Diamond Peak Ski Resort while she is in town during the off-season or in between ski races in Europe and across North America. This complimentary access would take the form of a complimentary membership to the Incline Village Recreation Center through February 2026, a complimentary membership to the Incline Village Tennis & Pickleball Center during the 2024 and 2025 summer seasons, and a complimentary season pass to Diamond Peak Ski Resort during the 2024-25 and 2025-26 ski seasons.

In exchange for this complimentary access to District facilities, Lila would sign the attached Agreement (Attachment B) with the District and would continue to serve

as a marketing ambassador for the District's recreation venues.

IVGID Policy and Procedure No. 141 - Resolution 1895 (section 5.) allows the Board of Trustees to authorize complimentary or discounted use of District facilities and recreational programs at its discretion.

Marketing sponsorship agreements between professional athletes and ski resorts and other recreational venues are common practice in the outdoor industry and the IVGID Marketing & Communication department is confident this partnership would be mutually beneficial for both Lila and the District's marketing programs.

III. BID RESULTS

IV. FINANCIAL IMPACT AND BUDGET

The value of Recreation Pass holder annual/seasonal memberships to the IVGID venues proposed in the Agreement is:

- Incline Village Recreation Center: \$543 (annual membership) x2 = \$1,086
- Incline Village Tennis & Pickleball Center: \$420 (annual membership) x2 = \$840
- Diamond Peak Ski Resort: \$319 (early-bird price) - \$447 (regular price) x2 = \$638 - \$894

Thus, the total value of providing complimentary access to these facilities through February 2026 would be approximately \$2,564 - \$2,820, with slight adjustments for 2025-26 membership/pass pricing changes.

V. ALTERNATIVES

- The Board of Trustees could approve complimentary memberships/passes to a partial list of the IVGID venues requested (e.g. only a complimentary Diamond Peak season ski pass).
- The Board of Trustees could limit the time frame for the Agreement to less than the proposed time frame.

VI. COMMENTS

The proposed Agreement between the District and Lila Lapanja has been reviewed and approved by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

VIII. ATTACHMENTS

1. IVGID Policy and Procedure No. 141 - Resolution 1895

2. Lila Lapanja - IVGID - Spokesperson Agreement - c1

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees make a motion to:

1. Authorize Staff to sign and execute an Agreement with Lila Lapanja (Attachment B) to serve as a marketing ambassador for IVGID's recreation venues in exchange for complimentary usage of the Incline Village Recreation Center, the Incline Village Tennis & Pickleball Center, and Diamond Peak Ski Resort.



POLICY AND PROCEDURE RESOLUTION NO. 141

RESOLUTION 1895

A RESOLUTION REGARDING THE COMPLIMENTARY AND DISCOUNTED USE OF DISTRICT FACILITIES AND PROGRAMS

WHEREAS, the Incline Village General Improvement District (IVGID) operates a number of facilities and recreational programs;

WHEREAS, IVGID currently has four separate policies regarding the complimentary and discounted use of District facilities and recreational programs;

WHEREAS, IVGID's Board of Trustees wishes to adopt this Resolution to replace those existing policies and comprehensively address the complimentary and discounted use of District facilities and recreational programs; and

THEREFORE, BE IT RESOLVED, as follows:

1. Community Focused Non-Profits. Community Focused Non-Profits shall be eligible for complimentary or discounted use of District facilities and recreational programs as set forth in applicable Board of Trustees Policies and Practices. Eligible non-profits shall be a local non-profit, a national non-profit with a local chapter, or local government agency or school district providing services to the local community. Local shall be defined as the Incline Village/Crystal Bay community. Organizations shall provide supporting documentation of their non-profit status prior to receiving complimentary or discounted use of District facilities or recreational programs. Non-government agencies shall be an IRS 501(c)(3) non-profit corporation or similar organization. All entities shall otherwise comply with all applicable terms and conditions for use of the facility or participating in the program, including insurance, indemnity, damage deposits, and similar requirements.
2. Blackout Dates. IVGID prioritizes the use of IVGID facilities for resident or revenue-generating use. As such, IVGID staff shall, on an annual basis, identify dates in which complimentary or discounted use of District facilities are unavailable. Moreover, resident or revenue-generating use shall take priority over complimentary or discounted use.
3. Pricing and Promotional Programs. IVGID may provide other special pricing, discount, or promotional programs to the general public or to a category of the general public. Examples may include complimentary lift tickets to Diamond Peak for local students or a round of golf at the Mountain Golf Course. Categories of the general public shall not include IVGID employees, retirees, or similar group provided benefits under personnel or similar policies. Special pricing, discount, or promotional programs shall be identified, budgeted, and approved through the annual budget.



POLICY AND PROCEDURE RESOLUTION NO. 141

RESOLUTION 1895

A RESOLUTION REGARDING THE COMPLIMENTARY AND DISCOUNTED USE OF DISTRICT FACILITIES AND PROGRAMS

- 4. Reporting to the Board of Trustees. On an annual basis, the General Manager or designee shall provide a report to the Board of Trustees listing any use of District facilities and recreational programs pursuant to this Resolution.
- 5. Fee Waivers or Contributions. The Board of Trustees may authorize additional complimentary or discounted use of District facilities and recreational programs in its discretion. In addition, the Board of Trustees may authorize monetary contributions to Community Focused Non-Profits or other entities to the extent permitted by NRS 318 and other applicable law. This Resolution does not affect or invalidate any existing joint use or similar agreement with a Community Focused Non-Profit, which be deemed an additional use subject to this Section.
- 6. Deed Restricted Beaches. This Resolution shall not apply to the use of any deed-restricted beach owned by IVGID.
- 7. Prior Resolutions Superseded. This Resolution supersedes Resolution Nos. 1493 (Policy and Procedure Resolution No. 110), 1527 (Policy and Procedure Resolution No. 115), 1619 (Policy and Procedure Resolution No. 127) and 1701 (Policy and Procedure Resolution No. 132) (collectively, the "Prior Resolutions"). The Prior Resolutions are hereby repealed and of no further force or effect.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 27th day of July, 2022, by the following vote:

AYES, and in favor thereof, Trustees Callicrate, Dent, Schmitz, Tonking and Wong
NOES, None
ABSENT, None


Susan A. Herron
District Clerk



AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is entered into between Incline Village General Improvement District, a political subdivision of the State of Nevada (hereinafter referred to as “District”), on the one hand; and Lila Lapanja, an individual (hereinafter referred to as “Lila”), on the other hand.

WITNESSETH

A. District is the owner and operator under Special Use Permit of the Diamond Peak Ski Resort, the Incline Village Recreation Center, and the Incline Village Tennis & Pickleball Center in Incline Village, Nevada.

B. Lila is a professional skier currently racing on the World Cup, European Cup, and North American ski race circuits, with a history at Diamond Peak stretching back to her first days on skis.

C. District desires to retain the services of Lila to assist in promoting Diamond Peak Ski Resort and the District’s recreation facilities.

NOW THEREFORE, for valuable consideration, it is agreed as follows:

SECTION 1. Agreement.

(a) District will provide Lila with one (1) complimentary season pass to Diamond Peak Ski Resort for the 2024-25 and 2025-26 ski seasons, as well as complimentary annual memberships to the Incline Village Recreation Center (through February 2026) and the Incline Village Tennis & Pickleball Center (for the 2024 and 2025 summer seasons) to facilitate her training and conditioning in exchange for her service as a spokesperson and ski model for the District’s venues.

(b) The individual obligations of District and Lila in performing this Agreement are set forth below.

SECTION 2. Lila’s Obligations.

(a) Lila will make herself available for one (1) Diamond Peak video shoot (up to 8 hours of time over 1 or 2 days) and (1) Diamond Peak photo shoot (up to 3 hours of time) during each of the 2024-25 and 2025-26 ski seasons.

(b) Lila will make herself available for (1) Recreation Center video shoot (up to 8 hours of time over 1 or 2 days) and (1) Recreation Center photo shoot (up to 3 hours of time) during each of the 2024 and 2025 calendar years.



(c) Lila will make herself available for one (1) Meet & Greet event at Diamond Peak (up to 2 hours of time) during each of the 2024-25 and 2025-26 ski seasons.

SECTION 3. District's Obligations.

(a) District will provide Lila with one (1) complimentary unrestricted season pass to Diamond Peak Ski Resort for the 2024-25 and 2024-25 ski seasons.

(b) District will provide Lila with a complimentary annual Recreation Center membership, plus month-to-month complimentary access (valid Aug. 1, 2024 – February 28, 2026) to facilitate her training and conditioning.

(c) District will provide Lila with a complimentary Tennis & Pickleball Center membership for the 2024 and 2025 summer seasons to facilitate her training and conditioning.

(d) District will supply the photographers/videographers for agreed upon photo/video shoots.

SECTION 4. Relationship and Responsibility.

(a) This Agreement is for the provision of services, and is limited to the services described herein. District and Lila agree that Lila is an independent contractor providing services to District, and neither Lila nor any employee or agent hired by Lila is or shall be considered an employee or agent of District for any purpose.

(b) Use of District facilities granted under this Agreement shall be subject to all terms and conditions that may be imposed by District on other users of District facilities, including requirements to abide by applicable District policies, ordinances, rules and regulations governing the use of facilities, and the terms of any waivers of liability required by District, and may be suspended for violation of such requirements. Lila shall, to the extent permitted by law, indemnify, defend, and hold District harmless from any and all matters relating to or arising from the performance of the services described herein, and from any claims against District by any agents or employees of Lila except those claims which are determined to be the direct result of the sole or gross negligence of the District or its employees.

(c) Lila hereby grants the District a royalty-free, unlimited, worldwide, perpetual, irrevocable, and exclusive license to use, reproduce, edit, reformat, publicly perform, distribute, display, prepare derivative works from, and exploit all photo and video content prepared under the terms of this Agreement, and any such content shall be deemed "work-for-hire," owned by the District, for the purposes of applicable copyright and intellectual property laws, and Lila expressly waives any moral rights that could otherwise be deemed to accrue as a result of the performance of any part of this Agreement.



SECTION 5. Miscellaneous.

(a) This Agreement is entered into and shall be performed in Washoe County, Nevada, and venue for any action arising from this Agreement shall be limited to Washoe County, Nevada.

(b) This Agreement and the rights and obligations of the parties hereunder may not be assigned by either party without the express prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite each signature below.

By: _____ Date: _____
Name: _____

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____ Date: _____
Name: Paul Raymore
Title: Diamond Peak Ski Resort Marketing Manager