STAFF REPORT

Report To: Parks and Recreation Commission **Meeting Date:** April 2, 2019

Staff Contact: Jennifer Budge, CPRP, Parks and Recreation Director
David Peterson, Executive Director, Carson City Culture and Tourism Authority

Agenda Title: For Possible Action: Discussion and possible action to make recommendations to staff regarding the Cooperative Agreement between Carson City and the Culture and Tourism Authority for Administrative Services, Facility Use and Management.

Staff Summary: This item will review the existing agreement with the Culture and Tourism Authority and provide an opportunity for the Commission and the public to provide input regarding the scope and terms of the agreement as it relates to parks. Discussion may include reimbursement for direct costs/services, economic benefits to Carson City, and impacts on parks staff and infrastructure.

Agenda Action: Formal Action/Motion **Time Requested:** 15 minutes

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Proposed Motion

I move to recommend to staff _____ regarding the Cooperative Agreement between Carson City and the Culture and Tourism Authority for Administrative Services, Facility Use and Management.

Board's Strategic Goal

Economic Development

Previous Action

N/A

Background/Issues & Analysis

Carson City and the Culture and Tourism Authority (CTA) currently have a cooperative agreement for services throughout the City. The City and the CTA actively work together to promote Carson City, recruiting events and activities that support the City's economic health. Many events throughout the City occur on City property, in particular the City's sports fields, parks or recreation facilities, bringing in hundreds of thousands of people to Carson City annually. From sports tournaments to car shows, mountain bike events and tribal Pow Wows, there are a variety of activities for locals and visitors to enjoy.

The current agreement, attached, outlines the provisions for parks and recreation services on pages 4-6 and Exhibit A identifies CTA endorsed annual events. The agreement expires on June 30, 2019. This item is intended to provide an opportunity for the Commission and the public to comment on and provide possible direction to staff regarding the scope of work and terms of a future agreement to be considered by the Board of Supervisors.

Attachment:
1st Amended Cooperative Agreement for Administrative Services and Facility Use Agreement between Carson City and Carson City Culture and Tourism Authority

Applicable Statute, Code, Policy, Rule or Regulation
NRS 268.095, NRS 277.180, NRS 244A.597

Financial Information
Is there a fiscal impact? ☒ Yes ☐ No

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact:

The reimbursement for parks services (direct costs) is approximately $90,000-$100,000 annually. This is funded from a portion of transient lodging taxes from Carson City lodging properties (room tax).

Commission Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

1st Amended Cooperative Agreement for Administrative Services and Facility Use & Management

This Cooperative Agreement, dated this 1st day of March, 2018, is entered by and between Carson City (the "City"), a consolidated municipality and political subdivision of the State of Nevada, and the Carson City Culture and Tourism Authority (the "CTA"), a County Fair and Recreation Board created by the City pursuant to NRS 244A.597. The City and the CTA will be at times collectively referred to as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, the CTA wishes to program the City facilities and venues for events that will draw visitors from outside of the region and create positive economic impact for Carson City; and,

WHEREAS, the City currently provides certain services in the area of Human Resources, Payroll Administration, Information Technology, Parks and Recreation, Public Works, Community Development,

WHEREAS, the City also currently provides certain legal services to the CTA; and,

WHEREAS, this Agreement will be of benefit to both parties – to the CTA by reducing costs for the CTA and to the City by increasing revenue to the City; and,

WHEREAS, the City is willing and able to perform the services described herein; and

WHEREAS, pursuant to NRS 277.180 the City and the CTA are public agencies that are authorized to cooperate in the performance of this interlocal agreement; and

WHEREAS, pursuant to NRS 277.180 it is reasonably foreseeable that both agencies will expend more than $25,000 to carry out this agreement and thus it must be ratified and approved by the official action of the Carson City Board of Supervisors as a condition precedent prior to its entry into force; and

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is agreed as follows:

THE CITY AGREES:

1. To provide financial administration for all CTA funds as follows:

    a. Maintain a separate agency fund in the City's general ledger to account for all of the CTA's accounting transactions.

    b. Process accounts payable transactions from CTA funds as entered by the CTA into the City's accounts payable system.

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c. Process biweekly payroll and benefits from CTA funds as entered by the CTA into the City's payroll processing system.

d. Provide the CTA with bank deposit slips in order for the CTA to deposit transient lodging tax and other revenues generated by the CTA into the City's bank account.

e. Reconcile and post bi-monthly revenue reports as prepared by the CTA.

f. Transfer room tax debt service payments bi-annually from CTA funds maintained by the City to the City's Debt Service Fund as directed by the CTA.

g. Invest any funds in CTA funds via the Carson City Treasurers investment program. Any interest income earned by such funds will be deposited in the CTA agency fund.

h. Maintain the CTA'S capital asset listing to track capital asset acquisitions and deletions.

i. Provide monthly and year-end financial reports.

2. To provide Human Resource assistance as follows:

a. When the CTA notifies the Human Resources Department of an opening, the City will post the position on governmentjobs.com and forward all applications received to the CTA Director. The CTA is responsible for notifying the applicants selected for interviews and those not selected. The CTA is responsible for confirming that an employee has all necessary certifications and training needed for the position held. The CTA is responsible for sending out the offer letter and coordinating and conducting any pre-employment testing or background searches. The City will verify the employee's eligibility to work in the United States. The CTA will provide its own new hire orientation. The CTA is responsible for managing its employees and providing any necessary training. The CTA employees are not employees of Carson City.

b. The City will provide the new hire benefit's orientation as long as the CTA participates as a member on the City's benefit plans.

c. The City will input all employment changes into the City's payroll system once received by the CTA.

d. The City will allow the CTA to participate in the health, dental, vision and life insurance plans that are provided to City employees, if allowed by the benefit providers. The CTA will pay for all costs associated with participating in the benefit plans. The City is responsible for negotiating all benefit contracts and providing the benefit information to the CTA Director once approved by the Carson City Board of Supervisors. The City will enroll each eligible CTA employee into the Nevada Public

Employer's Retirement System. The CTA is responsible for complying with all PERS regulations.

e. Except as indicated in the Legal Services Section in Section 7 herein, the CTA is responsible for providing for and managing its unemployment and worker's compensation insurance claims, EEOC claims and employment related lawsuits. The CTA is responsible for handling all CTA personnel issues.

f. The City will administer the position of the Arts and Culture Director to be funded from the 1% increase in the transient lodging tax rate approved by the Board of Supervisors on May 5, 2016. This position will be responsible for the implementation of the Carson City Arts & Cultural Master Plan and the Cultural Tourism Campaign. The Arts and Culture Director will report directly to the City Manager.

3. To provide Information Technology services as follows:

a. The City's IT Department will support the following. Unless otherwise stated, the CTA will purchase equipment, software, and outside service costs. All services are subject to City standards.

i. Telephone service - Service includes all functions normally offered to City VoIP system users (cost of phone sets funded by the CTA).
ii. Full Help Desk Support.
iii. Ongoing network support - Includes Internet support and bandwidth adequate for basic browsing and/or a single video conferencing link.
iv. Antivirus software for computers (provided by the City's IT department).
v. Support for City applications, such as the City's financial system, subject to approval by the department that owns the system and data.
vi. E-mail service.
vii. Smartphone connective to e-mail system; may require funding from the CTA for mobile device management software; terms to be same as City departments.
viii. Server storage space up to 50 gB per user, fully backed up.
ix. A basic page on the City's Web site or links from the City's site to the CTA site.
x. Printers, copiers, fax machines: If connected to City network. Does not include maintenance or repair costs. Inexpensive personal output devices (such as inkjet desktop printers) are considered disposable, and subject to very limited support.

b. The following items are supported by the City's IT department and will entail equipment or service costs to be funded by the CTA.

i. Fax line/emergency phone line.
ii. Microsoft Office applications.
iii. Customized changes to the CTA's Web presence.

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iv. Network equipment and building Wi-Fi.
v. Connection between CTA and the City's network, and associated equipment.
vi. Additional phones.
vii. Additional computers.
viii. Wiring for additional computers or phones that is not already in place.
ix. Other systems may be supported upon mutual agreement, with costs to be determined.

4. To provide Parks and Recreation Services as follows:

   a. The City and the CTA will work cooperatively to develop a priority reservation process for the use of selected and specific City owned parks and recreation facilities. The priority reservation process will recognize and honor existing contractual obligations or agreements for facility uses for City sponsored/co-sponsored meetings, programs and events; and facility use by outside agencies (government, quasi-governmental and non-profit organizations) that have current use agreements with the City. Perpetual reservations at the Bob Boldrick Theater (minimum of two consecutive years) will also be considered as existing obligations.

   b. Events having the potential to provide a positive economic impact to City tax revenue will receive priority for booking reservations. These events that receive endorsement from the CTA will be allowed free use of these facilities, on-site equipment and services provided by the City including staffing and support of the event.

   c. The CTA will actively recruit events that have the potential to provide a positive community economic impact. The CTA will work with the City to book or reserve facilities for these events. The Parks and Recreation Department will be responsible for processing final reservations, coordinating logistics and event details, and issuing appropriate permits/agreements directly with the event organizer.

   d. The City Parks and Recreation facilities applicable to this agreement include, John D. Winters Centennial Park, Carson City Fairgrounds/Fuji Park, Mills Park, Governor's Field, Multipurpose Athletic Center (MAC), and Pete Livermore Sports Complex. Mills Park includes the Aquatic Facility, Carson City Community Center, Bob Boldrick Theater, and the Marv Teixeira Pavilion. Additional Parks and Recreation locations will be considered only upon prior approval from the Parks and Recreation Director or their designee. Carson City Fairgrounds/Fuji Park includes the arena, barns, seating and other recreation amenities with the exception of Bailey Pond. This does not include Carson City Open Space properties without prior approval of the Open Space Advisory Committee.

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e. To ensure that there are minimal impacts to user groups and the general public at the City's Parks and Recreation facilities the following guidelines will be established for certain locations:

   i. Mills Park Aquatic Facility: A maximum of four endorsed events each calendar year. The Multipurpose Athletic Center (MAC): A maximum of 12 endorsed events (one per month) each calendar year.

   ii. Mills Park Bob Boldrick Theater: The CTA will be given the first right of refusal for any availability beyond contractual obligations as outlined in section 4a above.

   iii. Mills Park Community Center and Marv Teixeira Pavilion: City sponsored youth recreation programs occur annually to coincide with Carson City School District breaks (summer, winter, spring). Endorsed events will be allowed to occur outside of the standard program days/operating hours (Monday-Friday 6:30am-6pm) to ensure the youth recreation programs are not negatively impacted or conflict with endorsed event activities.

   iv. Carson City Fairgrounds/Fuji Park: Bailey Pond will remain open and available for the general public at all times during endorsed events due to City contractual obligations with the State of Nevada Department of Wildlife. Endorsed events shall not prohibit public access and use of the pond for the public to use and enjoy from 8am to dusk.

f. The Parks and Recreation Department will inform the CTA of contacts and inquiries it receives of events that may have tourism or visitor potential for Carson City and refer event organizers directly to the CTA for potential endorsement consideration.

g. Direct costs are determined by the City and may include elements such as seasonal staff and inmate labor, event coordination, services and supplies provided, equipment (including rental equipment), utilities, and facility use. Direct costs will not include allocation of full time staff or staff that is regularly scheduled during the day/time of the event at any particular facility. Overtime incurred by employees (seasonal, part time, or full time) will be included as a direct cost.

h. The CTA will make all reasonable efforts to include the Parks and Recreation Department in pre-planning meetings and coordination with event organizers. The CTA will notify the Parks and Recreation Department regarding approval of newly endorsed events at least sixty days in advance or at the time of the special event Major Project Review (MPR) meeting to ensure adequate resources can be allocated to support the event or if the event should be considered by the Carson City Parks and Recreation

Commission. Endorsed events with less than sixty days' notice will be considered by the Parks and Recreation Director or their designee.

i. Approved events. The events outlined in Exhibit A, attached hereto and incorporated by reference, are reoccurring events that the CTA wishes to endorse on a regular basis at the City's Parks and Recreation facilities. Events not included in Exhibit A will require the processes and approvals as outlined above and may require a Major Project Review, depending on the size and scope of the event. The CTA shall meet with the Parks and Recreation Department annually to update this Exhibit and related information.

5. To provide Public Works services as follows:

   a. For events outlined in Exhibit A requiring the Public Works Department to provide labor, equipment, or materials, the CTA will include the Public Works Department in the event planning meeting. At the meeting the CTA will provide Public Works with an outline of required work and a proposed schedule for each work item.

   b. For events not included in Exhibit A, the Public Works Department will provide the CTA within one week of the event planning meeting a cost estimate and comments on the proposed schedule. If the CTA agrees with the proposal from the Public Works Department they will respond in writing a minimum of two weeks prior to the event taking place. After the event is completed, the Public Works Department will provide an invoice to the CTA of actual expenditures for the event to include labor, equipment, and materials that was used for the event.

6. To provide Community Development special event services for downtown special events as follows:

   a. The City and the CTA will work cooperatively to develop a priority reservation process for the use of McFadden Plaza and other city rights-of-way (streets) within the downtown area to support special events. The priority will recognize and honor pre-existing contractual obligations or agreements for City sponsored/co-sponsored special events and special events by outside agencies that have use agreements with the City.

   b. Downtown special events having the potential to provide a positive economic impact to City tax revenue will receive priority for reservation. Special Event application and vendor fees will be waived for events that receive endorsement from the CTA.

   c. The CTA will actively recruit events that have the potential to provide a positive community economic impact. The CTA will work with the City to reserve downtown special event space. The Community Development Department will be responsible for processing a Special Event application and coordinating logistics and event details directly with the event organizer. Event organizers are responsible for providing all

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information and documentation required for the Special Event permit at least 60 days prior to the event, including applicable liability insurance.

d. The Community Development Department will inform the CTA of contacts and inquiries it receives of special events that may have tourism or visitor potential for Carson City and refer event organizers to the CTA.

e. Direct costs will be determined by the City as identified in the applicable city department subsections, above.

f. The CTA will make all reasonable efforts to include the Community Development Department in pre-planning meetings and coordination with downtown special event organizers. The CTA will notify the Community Development Department regarding approval of newly endorsed downtown special events at least 90 days in advance of the special event date to ensure that the special event space is available. Endorsed events with less than 90 days' notice will be considered by the Community Development Director or their designee on a case-by-case basis with consideration of the nature of any conflicting downtown special events.

7. To provide legal services to the CTA as follows:

   a. By and through the Carson City District Attorney's office, the City will:

      i. Provide legal counsel to attend all meetings of the CTA;

      ii. Legally represent and provide legal counsel to the CTA, and perform such other legal duties on behalf of the CTA as directed by the Executive Director of the CTA;

      iii. Draw all legal papers and give written opinions as requested by the CTA or on its behalf;

      iv. Except where CTA's insurance counsel is involved, initiate or defend against civil litigation on behalf of the CTA or its members or employees acting within the scope of their legal authorized employment or public duties, but not where civil litigation or other legal dispute exists involving the CTA and another client of the Carson City District Attorney's office; and

      v. Train the CTA on Nevada's Open Meeting Law and Ethics in Government Law.

The CTA AGREES:

1. To timely submit all claims for payment of accounts payable and payroll and according to an agreed upon schedule created by the City between it and the CTA.

2. To collect all transient lodging taxes from Carson City lodging properties and deposit those taxes with the Carson City Treasurer for credit to the CTA agency fund.

3. To ensure that appropriate purchasing and financial policies and procedures are in place.

4. To be responsible for its own procurement of goods and services.

5. To be responsible for preparing, approving, and filing the CTA's annual budget and budget augmentations.

6. To be responsible for all financial reporting required by the State of Nevada Department of Taxation.

7. To be responsible for preparing the CTA's annual financial statements and providing an annual audit of its financial statements.

8. To ensure that appropriate personnel policies and practices are in use.

9. To pay for any direct costs associated with the City's telephone system.

10. To pay for any hardware and software information technology costs, except as provided in Section 3 Information Technology services.

11. To coordinate with City's personnel for the use of any City facilities for events to insure that all requirements of City are met by the event promoter / organizer.

12. To pay to the City, an amount equal to 2% of the total 11% transient lodging tax rate monthly.

13. To provide for its own liability insurance.

IT IS FURTHER AGREED:

1. That this Agreement will remain in effect until June 30, 2019.

2. Either Party may terminate this Agreement without cause upon 60 days' written notice to the other Party. Each Party agrees to perform their respective duties herein until the date of termination. All contractual obligations for scheduled events shall survive any termination.

3. The Agreement constitutes the entire agreement of the Parties and as such, is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the

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terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by each Parties' respective counsel.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt required, postage prepaid on the date posted, and addressed to the other Party at the following address:

FOR CITY:
Nick Marano, City Manager
201 N Carson Street, Suite 2
Carson City, NV 89701
(775) 887-2100
nmarano@carson.org
FOR BUREAU:
Carson City Culture & Tourism Authority
Chris Kipp, Operations Manager
716 North Carson Street, Suite 100
Carson City, NV 89701
775-283-7682/ FAX 775-687-7416
ckipp@visitcarsoncity.com

5. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

6. The laws of the State of Nevada apply in interpreting and construing this Agreement.

7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remained for the agreement.

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8. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either CITY or CTA arising from, or related to, this Agreement.

9. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and will present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

10. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

11. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services herein.

12. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights, remedies provided by law or equity, including but not limited to actual damages incurred, and reasonable attorney's fees and costs incurred by the prevailing Party.

13. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitation in all cases. The Parties expressly waive any claim for punitive damages and understand that the remedy for any willful or intentional misconduct shall be remedied through the political process.

14. Any future modification of this Agreement shall be subject to the provisions covered by this Agreement and approval of such modification shall be in writing and signed by a representative of each Party.

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15. The City and CTA will meet annually to discuss the Cooperative Agreement. All City Departments involved in the Agreement will be represented (if they choose to be) in the annual meeting. Any changes to the Agreement will be presented to both the Board of Supervisors and the Carson City CTA Board of Directors for approval.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

Mayor – Robert L. Crowell

Board of Supervisors

Attest:

Clerk

CARSON CITY VISITORS BUREAU

Chairman – Jonathan Boulware

Board of Directors

Attest:

Secretary

Approved as to Legality and Form:

Attorney

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15. The City and CTA will meet annually to discuss the Cooperative Agreement. All City Departments involved in the Agreement will be represented (if they choose to be) in the annual meeting. Any changes to the Agreement will be presented to both the Board of Supervisors and the Carson City CTA Board of Directors for approval.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

Mayor – Robert L. Crowell

Board of Supervisors

Attest:

Clerk

CARSON CITY VISITORS BUREAU

Chairman – Jonathan Boulware

Board of Directors

Attest:

Secretary

Approved as to Legality and Form:

Attorney

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Exhibit A

Carson City Culture & Tourism Authority
Endorsed Annual Events

January	Swim Meet Youth Aquatic Facility "Blizzard Blast"
March	State Youth Wrestling Champ.
	Regional Soccer Tournament Youth Livermore Complex
April	BLM Memorial Tournament Softball Adult Centennial
	Comstock Shootout Soccer Youth Pete Livermore
	Comstock Shootout Soccer Youth Pete Livermore
May	AWS Adult Slow Pitch Adult Centennial
	Carson Futbol Wild West Soccer Youth Pete Livermore
	AWS Baseball Youth Centennial
	Swim Meet Youth Aquatic Facility "Intermountain Classic"
	Midnight Madness Adult Centennial
June	Rock 'N' Reno Senior Softball Centennial
	Bull riding Adult Fuji Grounds
	Adult Softball Adult Centennial
	Epic Rides Mountain Bike Race Adult Carson City
	Rockabilly Riot Car Show Adult Mills
	AWS Baseball Midnight Madness Youth
	Karson Kruzers Car Show Adult Fuji
July	AWS Baseball World Series Youth Centennial/Pete Livermore /Governors
	Triple Crown Youth Fastpitch Centennial
	Senior Softball Invitational Adult Centennial
August	AWS Girls Softball World Series Youth Centennial
	Flat Trac Racing Adult Fuji
	AWS Baseball Youth Centennial
	NIAA Nationals Adult Fastpitch Centennial
	AWS Girls Softball Youth Centennial
September	King of the Dirt Youth Centennial/Pete Livermore / Governors
	NAFA Worlds Adult Centennial
	AWS Baseball Youth Centennial/Pete Livermore / Governors
October	National Airstream Convention – Airstreams On Main
	AWS Baseball Youth Centennial/Pete Livermore / Governors
	AWS Baseball Youth Pete Livermore /Governors
	Cookies Best Soccer Youth Pete Livermore
	Nevada Day Powwow MAC
November	Kit Carson Soccer Youth Pete Livermore
	Swim Meet Aquatic Facility/Community Center Gym "Nevada State Championships" (every 3rd Year, 2017, 2020 etc.)

29(B)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 1, 2018

Staff Contact: Nancy Paulson, Deputy City Manager

Agenda Title: For Possible Action: To approve the 1st Amended Cooperative Agreement between Carson City (the "City"), a consolidated municipality and political subdivision of the State of Nevada, and the Carson City Culture and Tourism Authority (the "CTA"), a County Fair and Recreation Board created by the City pursuant to NRS 244A for administrative services and facility use and management to be funded by 2% of the total 11% transient lodging tax rate (approximately $414,000 in FY 18). (Nancy Paulson, npaulson@carson.org)

Staff Summary: The agreement is being amended to add a provision for the City to administer the position of the Arts and Culture Director (which will be re-titled to Coordinator under the City's classification guidelines) to be funded from the 1% increase in the transient lodging tax rate approved by the Board of Supervisors on May 5, 2016. The position will be responsible for the implementation of the Carson City Arts and Cultural Master Plan and the Cultural Tourism Campaign.

Agenda Action: Formal Action/Motion **Time Requested:** 10 Minutes

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Proposed Motion

I move to approve the 1st Amended Cooperative Agreement between Carson City (the "City"), a consolidated municipality and political subdivision of the State of Nevada, and the Carson City Culture and Tourism Authority (the "CTA"), a County Fair and Recreation Board created by the City pursuant to NRS 244A for administrative services and facility use and management to be funded by 2% of the total 11% transient lodging tax rate (approximately $414,000 in FY 18).

Board's Strategic Goal

Efficient Government

Previous Action

September 5, 2013 - The Board approved the original agreement between Carson City and the Carson City Convention and Visitors Bureau (now known as the Carson City Culture and Tourism Authority) for administrative services (excluding legal services) and facility use and management to be funded with .75% of the total 10% transient lodging tax rate.

November 2, 2017 - The Board approved a new Cooperative Agreement between Carson City and the Carson City Culture and Tourism Authority for administrative services and facility use and management to be funded by 1% of the total 11% transient lodging tax rate.

Background/Issues & Analysis

On February 12, 2018, the CTA unanimously approved the amended agreement to allow the CTA Arts and Culture Director (Coordinator) position to be brought under the purview of the City and for the 1% transient lodging tax intended for this purpose to be administered by the City.

The CTA believes that the 1% transient lodging tax dedicated to funding the employment and administration of the Arts & Culture Director (Coordinator), the associated costs in diversifying cultural offerings that allow Carson City to compete in the cultural tourism market and all operational costs associated with the implementation of the Carson City Arts and Culture Master Plan would be better realized under the administration of the City.

As an employee of the City, the Arts and Culture Coordinator would be considered an FLSA exempt position covered by the Resolution of the Board of Supervisors of Carson City setting forth the Benefits for Unclassified Employee's effective July 1, 2016. The pay grade would be a P3 with a range of $62,042.20 to $93,064.33.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 277.180

Financial Information
Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: 1% transient lodging tax revenue - General Fund / Admin Services 101-0000-337-05-01.

Expenditures - General Fund / Arts & Culture Department

Is it currently budgeted? ☐ Yes ☒ No

Explanation of Fiscal Impact: The additional $207,000 in annual revenue from the 1% transient lodging tax for Arts & Culture will be appropriated to the General Fund / Arts & Culture Department as part of the June 2018 budget augmentation.

Alternatives
Not approve the Amended Cooperative Agreement.

Board Action Taken:
Motion: App 1) BB 2) RA Aye/Nay 5/0

SM
(Vote Recorded By)

APN N/A

APN

APN

CONFORMED COPY
HAS NOT BEEN COMPARED
TO THE ORIGINAL

RECORDED AT THE
REQUEST OF
Clerk to Board
2018 MAY 15 AM 10: 27
FILE NO 485132
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES NC DEP

FOR RECORDER'S USE ONLY

Cooperative Agreement + 1st Amended Co-Op Agreement
TITLE OF DOCUMENT CC + CTA

RE-RECORDED TO ADD EXHIBIT A TO CO-OP AGREEMENT

☑ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law:

Kathleen King
Signature

Print Name & Title

WHEN RECORDED MAIL TO:

CC Clerk

485132

APN n/A

APN

APN

RECORDED AT THE
REQUEST OF
Carson City Clerk to Board
2018 MAR 29 PM 3:10
FILE NO. 483903
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES N/C DEP. Pa

FOR RECORDER'S USE ONLY

Cooperative Agreement + 1st Amended Co-op Agreement
TITLE OF DOCUMENT CC & CTA

☒ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law:

Kathleen King
Signature

Print Name & Title

WHEN RECORDED MAIL TO:

CC Clerk

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Cooperative Agreement for Administrative Services

and Facility Use & Management

This Cooperative Agreement, dated this 2nd day of Nov, 2017, is entered by and between Carson City (the "City"), a consolidated municipality and political subdivision of the State of Nevada, and the Carson City Culture and Tourism Authority (the "CTA"), a County Fair and Recreation Board created by the City pursuant to NRS 244A.597. The City and the CTA will be at times collectively referred to as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, the CTA wishes to program the City facilities and venues for events that will draw visitors from outside of the region and create positive economic impact for Carson City; and,

WHEREAS, the City currently provides certain services in the area of Human Resources, Payroll Administration, Information Technology, Parks and Recreation, Public Works, Community Development,

WHEREAS, the City also currently provides certain legal services to the CTA; and,

WHEREAS, this Agreement will be of benefit to both parties – to the CTA by reducing costs for the CTA and to the City by increasing revenue to the City; and,

WHEREAS, the City is willing and able to perform the services described herein; and

WHEREAS, pursuant to NRS 277.180 the City and the CTA are public agencies that are authorized to cooperate in the performance of this interlocal agreement; and

WHEREAS, pursuant to NRS 277.180 it is reasonably foreseeable that both agencies will expend more than $25,000 to carry out this agreement and thus it must be ratified and approved by the official action of the Carson City Board of Supervisors as a condition precedent prior to its entry into force; and

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is agreed as follows:

THE CITY AGREES:

1. To provide financial administration for all CTA funds as follows:

    a. Maintain a separate agency fund in the City's general ledger to account for all of the CTA's accounting transactions.

    b. Process accounts payable transactions from CTA funds as entered by the CTA into the City's accounts payable system.

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c. Process biweekly payroll and benefits from CTA funds as entered by the CTA into the City's payroll processing system.

d. Provide the CTA with bank deposit slips in order for the CTA to deposit transient lodging tax and other revenues generated by the CTA into the City's bank account.

e. Reconcile and post bi-monthly revenue reports as prepared by the CTA.

f. Transfer room tax debt service payments bi-annually from CTA funds maintained by the City to the City's Debt Service Fund as directed by the CTA.

g. Invest any funds in CTA funds via the Carson City Treasurers investment program. Any interest income earned by such funds will be deposited in the CTA agency fund.

h. Maintain the CTA'S capital asset listing to track capital asset acquisitions and deletions.

i. Provide monthly and year-end financial reports.

2. To provide Human Resource assistance as follows:

a. When the CTA notifies the Human Resources Department of an opening, the City will post the position on governmentjobs.com and forward all applications received to the CTA Director. The CTA is responsible for notifying the applicants selected for interviews and those not selected. The CTA is responsible for confirming that an employee has all necessary certifications and training needed for the position held. The CTA is responsible for sending out the offer letter and coordinating and conducting any pre-employment testing or background searches. The City will verify the employee's eligibility to work in the United States. The CTA will provide its own new hire orientation. The CTA is responsible for managing its employees and providing any necessary training. The CTA employees are not employees of Carson City.

b. The City will provide the new hire benefit's orientation as long as the CTA participates as a member on the City's benefit plans.

c. The City will input all employment changes into the City's payroll system once received by the CTA.

d. The City will allow the CTA to participate in the health, dental, vision and life insurance plans that are provided to City employees, if allowed by the benefit providers. The CTA will pay for all costs associated with participating in the benefit plans. The City is responsible for negotiating all benefit contracts and providing the benefit information to the CTA Director once approved by the Carson City Board of Supervisors. The City will enroll each eligible CTA employee into the Nevada Public Employer's Retirement System. The CTA is responsible for complying with all PERS regulations.

e. Except as indicated in the Legal Services Section on page 7, section 7, the CTA is responsible for providing for and managing its unemployment and worker's compensation insurance claims, EEOC claims and employment related lawsuits. The CTA is responsible for handling all CTA personnel issues.

3. To provide Information Technology services as follows:

   a. The City's IT Department will support the following. Unless otherwise stated, the CTA will purchase equipment, software, and outside service costs. All services are subject to City standards.

      i. Telephone service - Service includes all functions normally offered to City VoIP system users (cost of phone sets funded by the CTA).
      ii. Full Help Desk Support.
      iii. Ongoing network support - Includes Internet support and bandwidth adequate for basic browsing and/or a single video conferencing link.
      iv. Antivirus software for computers (provided by the City's IT department).
      v. Support for City applications, such as the City's financial system, subject to approval by the department that owns the system and data.
      vi. E-mail service.
      vii. Smartphone connective to e-mail system; may require funding from the CTA for mobile device management software; terms to be same as City departments.
      viii. Server storage space up to 50 gB per user, fully backed up.
      ix. A basic page on the City's Web site or links from the City's site to the CTA site.
      x. Printers, copiers, fax machines: If connected to City network. Does not include maintenance or repair costs. Inexpensive personal output devices (such as inkjet desktop printers) are considered disposable, and subject to very limited support.

   b. The following items are supported by the City's IT department and will entail equipment or service costs to be funded by the CTA.

      i. Fax line/emergency phone line.
      ii. Microsoft Office applications.
      iii. Customized changes to the CTA's Web presence.
      iv. Network equipment and building Wi-Fi.
      v. Connection between CTA and the City's network, and associated equipment.
      vi. Additional phones.
      vii. Additional computers.
      viii. Wiring for additional computers or phones that is not already in place.
      ix. Other systems may be supported upon mutual agreement, with costs to be determined.

4. To provide Parks and Recreation Services as follows:

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a. The City and the CTA will work cooperatively to develop a priority reservation process for the use of selected and specific City owned parks and recreation facilities. The priority reservation process will recognize and honor existing contractual obligations or agreements for facility uses for City sponsored/co-sponsored meetings, programs and events; and facility use by outside agencies (government, quasi-governmental and non-profit organizations) that have current use agreements with the City. Perpetual reservations at the Bob Boldrick Theater (minimum of two consecutive years) will also be considered as existing obligations.

b. Events having the potential to provide a positive economic impact to City tax revenue will receive priority for booking reservations. These events that receive endorsement from the CTA will be allowed free use of these facilities, on-site equipment and services provided by the City including staffing and support of the event.

c. The CTA will actively recruit events that have the potential to provide a positive community economic impact. The CTA will work with the City to book or reserve facilities for these events. The Parks and Recreation Department will be responsible for processing final reservations, coordinating logistics and event details, and issuing appropriate permits/agreements directly with the event organizer.

d. The City Parks and Recreation facilities applicable to this agreement include, John D. Winters Centennial Park, Carson City Fairgrounds/Fuji Park, Mills Park, Governor's Field, Multipurpose Athletic Center (MAC), and Pete Livermore Sports Complex. Mills Park includes the Aquatic Facility, Carson City Community Center, Bob Boldrick Theater, and the Marv Teixeira Pavilion. Additional Parks and Recreation locations will be considered only upon prior approval from the Parks and Recreation Director or their designee. Carson City Fairgrounds/Fuji Park includes the arena, barns, seating and other recreation amenities with the exception of Bailey Pond. This does not include Carson City Open Space properties without prior approval of the Open Space Advisory Committee.

e. To ensure that there are minimal impacts to user groups and the general public at the City's Parks and Recreation facilities the following guidelines will be established for certain locations:

    1. Mills Park Aquatic Facility: A maximum of four endorsed events each calendar year. The Multipurpose Athletic Center (MAC): A maximum of 12 endorsed events (one per month) each calendar year.

    2. Mills Park Bob Boldrick Theater: The CTA will be given the first right of refusal for any availability beyond contractual obligations as outlined in section 4a above.

3. Mills Park Community Center and Marv Teixeira Pavilion: City sponsored youth recreation programs occur annually to coincide with Carson City School District breaks (summer, winter, spring). Endorsed events will be allowed to occur outside of the standard program days/operating hours (Monday-Friday 6:30am-6pm) to ensure the youth recreation programs are not negatively impacted or conflict with endorsed event activities.

4. Carson City Fairgrounds/Fuji Park: Bailey Pond will remain open and available for the general public at all times during endorsed events due to City contractual obligations with the State of Nevada Department of Wildlife. Endorsed events shall not prohibit public access and use of the pond for the public to use and enjoy from 8am to dusk.

f. The Parks and Recreation Department will inform the CTA of contacts and inquiries it receives of events that may have tourism or visitor potential for Carson City and refer event organizers directly to the CTA for potential endorsement consideration.

g. Direct costs are determined by the City and may include elements such as seasonal staff and inmate labor, event coordination, services and supplies provided, equipment (including rental equipment), utilities, and facility use. Direct costs will not include allocation of full time staff or staff that are regularly scheduled during the day/time of the event at any particular facility. Overtime incurred by employees (seasonal, part time, or full time) will be included as a direct cost.

h. The CTA will make all reasonable efforts to include the Parks and Recreation Department in pre-planning meetings and coordination with event organizers. The CTA will notify the Parks and Recreation Department regarding approval of newly endorsed events at least sixty days in advance or at the time of the special event Major Project Review (MPR) meeting to ensure adequate resources can be allocated to support the event or if the event should be considered by the Carson City Parks and Recreation Commission. Endorsed events with less than sixty days' notice will be considered by the Parks and Recreation Director or their designee.

i. Approved events. The events outlined in Exhibit A, attached hereto and incorporated by reference, are reoccurring events that the CTA wishes to endorse on a regular basis at the City's Parks and Recreation facilities. Events not included in Exhibit A will require the processes and approvals as outlined above and may require a Major Project Review, depending on the size and scope of the event. The CTA shall meet with the Parks and Recreation Department annually to update this Exhibit and related information.

5. To provide Public Works services as follows:

a. For events outlined in Exhibit A requiring the Public Works Department to provide labor,

equipment, or materials, the CTA will include the Public Works Department in the event planning meeting. At the meeting the CTA will provide Public Works with an outline of required work and a proposed schedule for each work item. For events not included in Exhibit A, the Public Works Department will provide the CTA within one week of the event planning meeting a cost estimate and comments on the proposed schedule. If the CTA agrees with the proposal from the Public Works Department they will respond in writing a minimum of two weeks prior to the event taking place. After the event is completed, the Public Works Department will provide an invoice to the CTA of actual expenditures for the event to include labor, equipment, and materials that was used for the event.

6. To provide Community Development special event services for downtown special events as follows:

   a. The City and the CTA will work cooperatively to develop a priority reservation process for the use of McFadden Plaza and other city rights-of-way (streets) within the downtown area to support special events. The priority will recognize and honor pre-existing contractual obligations or agreements for City sponsored/co-sponsored special events and special events by outside agencies that have use agreements with the City.

   b. Downtown special events having the potential to provide a positive economic impact to City tax revenue will receive priority for reservation. Special Event application and vendor fees will be waived for events that receive endorsement from the CTA.

   c. The CTA will actively recruit events that have the potential to provide a positive community economic impact. The CTA will work with the City to reserve downtown special event space. The Community Development Department will be responsible for processing a Special Event application and coordinating logistics and event details directly with the event organizer. **Event organizers are responsible for providing all information and documentation required for the Special Event permit at least 60 days prior to the event, including applicable liability insurance.**

   d. The Community Development Department will inform the CTA of contacts and inquiries it receives of special events that may have tourism or visitor potential for Carson City and refer event organizers to the CTA.

   e. Direct costs will be determined by the City as identified in the applicable city department subsections, above.

   f. The CTA will make all reasonable efforts to include the Community Development Department in pre-planning meetings and coordination with downtown special event organizers. The CTA will notify the Community Development Department regarding approval of newly endorsed downtown special events **at least 90 days in advance of the special event date to ensure that the special event space is available.** Endorsed events

with less than **90** days' notice will be considered by the Community Development Director or their designee **on a case-by-case basis with consideration of the nature of any conflicting downtown special events.**

7. To provide legal services to the CTA as follows:

    a. By and through the Carson City District Attorney's office, the City will:

        i. Provide legal counsel to attend all meetings of the CTA;

        ii. Legally represent and provide legal counsel to the CTA, and perform such other legal duties on behalf of the CTA as directed by the Executive Director of the CTA;

        iii. Draw all legal papers and give written opinions as requested by the CTA or on its behalf;

        iv. Initiate or defend on behalf of the CTA or its members or employees acting within the scope of their legal authorized employment, civil litigation except as to any civil litigation or other legal dispute involving the CTA or another client of the Carson City District Attorney's office; and

        v. Train the CTA in regard to Nevada's Open Meeting Law and Ethics in Government Law.

The CTA AGREES:

1. To submit all claims for payment of accounts payable and payroll timely and according to an agreed upon schedule between the City and the CTA created by the City.

2. To collect all transient lodging taxes from Carson City lodging properties and deposit those taxes with the Carson City Treasurer for credit to the CTA agency fund.

3. To ensure that appropriate purchasing and financial policies and procedures are in place.

4. To be responsible for their own procurement of goods and services.

5. To be responsible for preparation, approval, and filing of the CTA's annual budget and budget augmentations.

6. To be responsible for all financial reporting required by the State of Nevada Department of Taxation.

7. To be responsible for the preparation of the CTA's annual financial statements and provide for an annual audit of its financial statements.

8. To ensure that appropriate personnel policies and practices are in use.

9. To pay for any direct costs associated with the City's telephone system.

10. To pay for any hardware and software information technology costs, except as provided in Section 3 Information Technology services.

11. To coordinate with City's personnel for the use of any City facilities for events to insure that all requirements of City are met by the event promoter / organizer.

12. To pay to the City, an amount equal to 1% of the total 11% transient lodging tax rate monthly.

13. To provide for its own liability insurance.

IT IS FURTHER AGREED:

1. That this Agreement will remain in effect until June 30, 2019.

2. Either Party may terminate this Agreement without cause upon 60 days' written notice to the other Party. Each Party agrees to perform their respective duties hereunder until the date of termination. All contractual obligations for scheduled events shall survive any termination.

3. The Agreement constitutes the entire agreement of the Parties and as such, is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by each Parties respective counsel.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt required, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR CITY:
Nick Marano, City Manager
201 N Carson Street, Suite 101
Carson City, NV 89701
(775) 887-2100

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nmarano@carson.org
FOR BUREAU:
Carson City Culture & Tourism Authority
Chris McQueary, Operations Manager
716 North Carson Street, Suite 100
Carson City, NV 89701
775-283-7682/ FAX 775-687-7416
cmcqueary@visitcarsoncity.com

5. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remained for the agreement.

8. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either CITY or CTA arising from, or related to, this Agreement.

9. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and will present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

10. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

11. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

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12. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights, remedies provided by law or equity, including but not limited to actual damages incurred, and reasonable attorney's fees and costs incurred by the prevailing Party.

13. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitation in all cases. The Parties expressly waive any claim for punitive damages and understand that the remedy for any willful or intentional misconduct shall be remedied through the political process.

14. Any future modification of this Agreement shall be subject to the provisions covered by this Agreement and approval of such modification shall be in writing and signed by a representative of each Party.

15. The City and CTA will meet annually to discuss the Cooperative Agreement. All City Departments involved in the Agreement will be represented (if they choose to) in the annual meeting. Any changes to the Agreement will be presented to both the Board of Supervisors and the Carson City CTA Directors for approval.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

Mayor – Robert L. Crowell

Board of Supervisors

Attest:

Clerk

CARSON CITY VISITORS BUREAU

Chairman – Jonathan Boulware

Board of Directors

Attest:

Secretary

Approved as to Legality and Form:

Attorney

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