

**City of Carson City
Agenda Report**

Date Submitted: December 6, 2011

Agenda Date Requested: December 15, 2011

Time Requested: 15 minutes

To: Mayor and Board of Supervisors

From: Library; Public Works - Planning Division

Subject Title: For Possible Action: To approve and authorize the Mayor to sign a Memorandum of Understanding between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, the Nevada Small Business Development Center (NSBDC) and Carson City, for the purpose of providing a framework for cooperation between NSBDC and the City in establishing services at the BRIC (Business Resource Innovation Center). (Sara Jones, Lee Plemel)

Summary: This MOU establishes the expectation of the City and NSBDC in working cooperatively to provide business assistance resources at the BRIC. The recently hired BRIC manager will serve as an NSBDC business counsellor, and City will provide space for business training and associated functions. The NSBDC will provide training and support for business assistance.

Type of Action Requested:

Resolution

Formal Action/Motion

Ordinance

Other (Specify)

Does This Action Require A Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to approve and authorize the Mayor to sign a Memorandum of Understanding between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, the NSBDC and Carson City, for the purpose of providing a framework for cooperation between NSBDC and the City in establishing services at the BRIC.

Explanation for Recommended Board Action: The MOU is an informal agreement between the two parties to establish expectations from the parties in providing business support services and training at the BRIC. Due to recent reductions in staff at the NSBDC, an NSBDC counselor is no longer available to serve area businesses at the BRIC. This MOU helps reestablish that counseling function for businesses in the Carson City area.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No funding is requested.

Explanation of Impact: Existing staff will perform required functions.

Funding Source: N/A

Alternatives: 1) Deny or modify the MOU.

Supporting Material: Memorandum of Understanding

Prepared By: Lee Plemel, Planning Director

Reviewed By: <u><i>Sara Jones</i></u> (Library Director)	Date: <u>12-6-11</u>
<u><i>[Signature]</i></u> (Planning Division Director)	Date: <u>12-6-11</u>
<u><i>[Signature]</i></u> (Public Works Director)	Date: <u>12/6/11</u>
<u><i>[Signature]</i></u> (City Manager)	Date: <u>12/6/11</u>
<u><i>[Signature]</i></u> (District Attorney's Office)	Date: <u>12/6/11</u>
<u><i>[Signature]</i></u> (Finance Director)	Date: <u>12/6/11</u>

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, Nevada Small Business Development Center ("NSBDC"), and Carson City ("City").

The purpose of this MOU is to provide a framework for cooperation between NSBDC and the City in establishing a business resource innovation center ("BRIC").

Term: This MOU shall become effective on December 1, 2011 and remain in effect for three (3) years, ending on December 31, 2014. This MOU may be extended for up to two (2) additional one-year terms upon mutual written agreement. Either party may terminate this MOU by giving the other party ninety (90) days written notification prior to the proposed termination date.

As such, the parties hereby agree to the following:

Expectations for Carson City:

- Provide a qualified employee at the Business Resource Innovation Center (BRIC) to facilitate free and confidential individual business management counseling to entrepreneurs and small business owners and managers. This employee ("BRIC manager") will:
 - Work with the NSBDC to coordinate and facilitate business, entrepreneurial, management and technology training for small business.
 - Partner with SCORE to provide business start-up training, when appropriate.
 - Establish referral systems with banks, chambers of commerce, educational institutions, SCORE, SBA, trade groups, NSBDC partners and other groups that work with small businesses.
 - Track on an ongoing basis and provide to the NSBDC State office on at least a monthly basis:
 - clients and type of assistance provided
 - business plans developed
 - business starts
 - capital acquired by clients
 - jobs created and/or retained
 - Provide two success story contacts per year (a university graduate student will assist with a write-up).
 - Understand and participate in the continuing efforts to develop and implement the NSBDC strategic plan.
 - Ensure high quality counseling and training, including making sure there are adequate safeguards protecting client confidentiality and that staff are available and clients are served on a timely basis.
 - Actively determine needs of the small business community and respond appropriately.
 - Utilize other NSBDC students, faculty and other host institution resources to effectively deliver services.
- Provide for sufficient space to maintain client confidentiality during consulting sessions.
- Provide such office equipment and facilities as may be necessary to provide the services described in this MOU.
- Provide resources for professional development of the BRIC manager.

Expectations for NSBDC:

- Provide training and mentoring for the BRIC manager to enhance technical assistance skills.
- Provide training support for training classes/workshops.
- Provide the BRIC manager access to NSBDC’s extensive statewide network – for example, other business counselors, university students, training staff and GIS and Business Environmental Program services.
- Provide referrals to the BRIC for potential clients in the Carson City area.
- Provide direction on how to capture and report technical assistance
- Provide BRIC with quarterly reports on all counseling and training activities provided by the BRIC manager.

Entire Agreement:

This MOU constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

The provisions of this MOU may be amended in writing at any time by either party and will take effect upon the signature of both parties. Any such amendment may not extend the length of this MOU beyond the term stated above (five years, including options to extend). Any amendment will become part of this MOU when executed.

In witness whereof, the parties hereto have caused this MOU to be executed by their respective, duly appointed representatives as noted by their signatures below.

Recommended:

By: _____
Sam Males, State Director
Nevada Small Business Development Center

Date: _____

For the Board of Regents of the Nevada
System of Higher Education on behalf of the
University of Nevada, Reno:

By: _____
Thomas L. Judy, Assoc. Vice President
Business and Finance

Date: _____

For Carson City:

By: _____

Date: _____