

**Carson City  
Agenda Report**

**Date Submitted:** August 27 2012

**Agenda Date Requested:** September 5, 2013

**Time Requested:** \_10\_ minutes

**To:** Board of Supervisors

**From:** Larry Werner, City Manager

**Subject Title:** For Possible Action: To adopt a resolution approving an Interlocal Agreement between Carson City and Carson City Convention and Visitors Bureau for a cooperative agreement for administrative services and facility use and management. *(Larry Werner)*

**Staff Summary:** Carson City Convention and Visitors Bureau (CCCVB) seeks to work with Carson City in order to secure City venues for future events designed to bring visitors from outside the area and maximize room nights and economic activity. Currently, City facilities are reserved on a first come first served basis. This agreement allows the opportunity to examine the facility schedules and make recommendations regarding advanced programming of City facilities to maximize the use of City operated venues to enhance local economic activity. For the past several years, the CCCVB has provided \$70,600 to support the sports tournament program operated by the Carson City Parks and Recreation Department with no avenue for Carson City to benefit from additional lodging taxes. This agreement allows Carson City to share in the revenues derived from room taxes.

**Type of Action Requested:**

(check one)

Resolution

Ordinance First Reading

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move adopt Resolution No. \_\_\_\_\_, a resolution approving an Interlocal Agreement between Carson City and Carson City Convention and Visitors Bureau for a cooperative agreement for administrative services and facility use and management.

**Explanation for Recommended Board Action:** This proposal for sharing of room taxes is estimated to initially bump Carson City's annual payment from the CCCVB from \$70,600 to \$97,500. This increase is based upon Carson City receiving 3/4% of total room tax annual collections of \$1.3 million for a 10% rate. Additionally, Carson City would be positioned for revenue growth as room increases.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 277.080; 277.110; 277.180; 277.045

**Fiscal Impact:** Potential increase in revenues.

**Explanation of Impact:** Possible increase in revenues due increase in room tax.

**Funding Source:** General public.

**Alternatives:** To not accept an Interlocal Agreement between Carson City Convention and Visitors Bureau for a cooperative agreement for administrative services and facility use and management.

**Supporting Material:** Interlocal Agreement

**Prepared By:** Marena Works, Deputy City Manager

**Reviewed By:** Marena Works Date: 8/27/13  
(Deputy City Manager)  
[Signature] Date: 8/27/13  
(City Manager)  
[Signature] Date: 8/27/13  
(District Attorney)  
[Signature] Date: 8/27/13  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY AND CARSON CITY CONVENTION AND VISITORS BUREAU FOR A COOPERATIVE AGREEMENT FOR ADMINISTRATIVE SERVICES AND FACILITY USE AND MANAGEMENT**

**WHEREAS**, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and,

**WHEREAS**, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and,

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

**WHEREAS**, CITY currently provides certain administrative services in the area of Human Resources and Payroll Administration; and,

**WHEREAS**, this Agreement will be of benefit to the BUREAU and CITY by reducing costs in providing financial administration for the BUREAU and increased revenues to 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 BUREAU are public agencies that are authorized to cooperate in the performance of this Interlocal Agreement; and

**WHEREAS**, pursuant to NRS 277.045 it is reasonably foreseeable that the CITY will expend more than \$25,000 to carry out this agreement and thus it must be approved by the Carson City Board of Supervisors upon its adopted resolution; and

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of the Interlocal Agreement between BUREAU and CITY for administrative and facility use and management are hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Interlocal Agreement between BUREAU and CITY shall be spread at large upon the minutes or attached in full thereto as an exhibit.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AYES: Supervisors \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYES: Supervisors \_\_\_\_\_

ABSENT: Supervisors \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk-Recorder, Carson City, Nevada

## **Cooperative Agreement for Administrative Services and Facility Use & Management**

This Cooperative Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2013, is entered by and between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called CITY, and the CARSON CITY CONVENTION AND VISITORS BUREAU, a County Fair and Recreation Board created by CITY, pursuant to NRS 244A.597, hereinafter referred to as BUREAU. CITY and BUREAU are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### **WITNESSETH**

WHEREAS, BUREAU wishes to program 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, CITY currently provides certain administrative services in the area of Human Resources and Payroll Administration; and,

WHEREAS, this Agreement will be of benefit to the BUREAU and CITY by reducing costs in providing financial administration for the BUREAU and increased revenues to 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 BUREAU are public agencies that are authorized to cooperate in the performance of this interlocal agreement; and

WHEREAS, pursuant to NRS 277.045 it is reasonably foreseeable that the CITY will expend more than \$25,000 to carry out this agreement and thus it must be approved by the Carson City Board of Supervisors upon its adopted resolution; and

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

#### **CITY AGREES:**

1. To provide financial administration for all BUREAU funds as follows:
  - a. Maintain three separate agency funds in the CITY'S general ledger to account for all of the BUREAU'S accounting transactions.
  - b. Process accounts payable transactions from BUREAU funds as entered by the BUREAU into the CITY'S accounts payable system.

- c. Process biweekly payroll and benefits from BUREAU funds as entered by the Bureau into the CITY'S payroll processing system.
- d. Provide the BUREAU with bank deposit slips in order for the Bureau to deposit transient lodging tax and other revenues generated by the BUREAU into the CITY'S bank account.
- e. Reconcile and post bi-monthly revenue reports as prepared by the BUREAU.
- f. Transfer room tax debt service payments bi-annually from the BUREAU funds maintained by the CITY to the CITY'S Debt Service Fund as directed by the Bureau.
- g. Invest any funds in BUREAU funds via the Carson City Treasurers investment program. Any interest income earned by such funds will be deposited in the appropriate BUREAU fund.
- h. Maintain the BUREAU'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 Bureau notifies the Human Resources Department of an opening, the City will post the position on governmentjobs.com and forward all applications received to the Bureau Director. The Bureau is responsible for notifying the applicants selected for interviews and those not selected. The Bureau is responsible for confirming that an employee has all necessary certifications and training needed for the position held. The Bureau 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 Bureau will provide its own new hire orientation. The Bureau is responsible for managing its employees and providing the necessary training. The Bureau's employees are not employees of Carson City.
- b. The City will provide the new hire benefit's orientation as long as the Bureau 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 Bureau.
- d. The City will allow the Bureau to participate in the health, dental, vision and life insurance plans that are provided to City employees, if allowed by the benefit providers. The Bureau 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 Bureau Director once approved by the Carson City Board of Supervisors. The City will

enroll each eligible Bureau employee into the Nevada Public Employer's Retirement System. The Bureau is responsible for complying with all PERS regulations.

e. The Bureau is responsible for providing for and managing its unemployment and worker's compensation insurance claims, EEOC claims and employment related lawsuits. The Bureau is responsible for handling all Bureau personnel issues.

3. To provide Information Technology services as follows:

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

- i. Telephone service for up to 6 phones. Service includes all functions normally offered to City VoIP system users. (cost of phone sets funded by Bureau)
- ii. Full Help Desk Support
- iii. Ongoing network support for up to 3 computers. Includes Internet support and bandwidth adequate for basic browsing and/or a single video conferencing link.
- iv. Antivirus software for computers (provided by IT)
- 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 up to 6 e-mail addresses, each with up to 1.5 gigabytes (gB) of storage
- vii. Smartphone connective to e-mail system; may require funding from Bureau 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 Bureau 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 IT and will entail equipment or service costs to be funded by Bureau.

- I. Fax line/emergency phone line
- II. Microsoft Office applications
- III. Customized changes to the Bureau's Web presence
- IV. Network equipment and building Wi-Fi.
- V. Connection between Bureau 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

Other systems may be supported upon mutual agreement, with costs to be determined

4. To provide Parks & Recreation services as follows:
- a. The City and the Bureau will work cooperatively to develop a priority reservation process for the use of selected and specific City owned facilities. The priority will recognize and honor pre-existing contractual obligations or agreements for facility uses for City meetings, programs (recreational and non -recreational) and for facility use by public bodies that have current use agreements with the City.
  - b. Events having the potential to provide a positive economic impact to City tax revenue will receive priority booking. These events that receive endorsement from the Bureau will be allowed free use of these facilities, equipment and services provided by the City including staffing and support of the event. If the economic study shows that the event did not cover the direct cost incurred by the City from its use the Bureau will cover the costs.
  - c. The Bureau will actively recruit events that have the potential to provide a positive community economic input. The Bureau will work with the City to book or reserve facilities for these events. The Parks and Recreation Department will be responsible for processing the final reservations. Event organizers must communicate with Parks and Recreation staff for pre-event planning if there are services and/or equipment needs.
  - d. The following City facilities included in this agreement include, JohnD Winters Centennial Park Athletic Fields and the Carson City Fairgrounds including the Exhibit Hall. Fuji Park may be included if an event at the Fairgrounds requires its use. The Pony Express Pavilion will be considered as an additional facility if this agreement proves successful.
  - e. The Parks and Recreation will inform the Bureau of contacts and inquiries it receives of events that may have tourism or visitor potential for Carson City. The Parks and Recreation Department will refer these event planners to the Bureau.
  - f. Direct costs will be determined by the City and may include elements such as labor, event coordination, services and supplies provided, and equipment and facility use.

**BUREAU AGREES:**

1. To submit all claims for payment of accounts payable and payroll timely and according to a schedule created by 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 appropriate BUREAU 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 Bureau'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 Bureau's annual financial statements and provide for an annual audit of its financial statements as required by NRS.
8. To ensure that appropriate personnel policies and practices are in use.
9. Pay for any direct costs associated with the CITY telephone system.
10. Pay for any hardware and software information technology costs, except as provided in Section 3 Information Technology services.
11. Coordinate with CITY 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. Pay to CITY an amount equal to 0.75% of the total 10% transient lodging tax rate monthly.
13. Provide for its own legal representation and defense.
14. Provide for its own liability insurance.
15. Those events that receive endorsement from the Bureau will be allowed free use of the facilities, equipment and services provided by the City including staffing and support of the event.
16. Bureau events are identified as those events that have the potential to attract tourists, visitors and participants that reside from outside of fifty miles of Carson City and will result in the use of local lodging facilities. The economic impact of the event will be determined through a survey of the entire economic benefit the community including lodging, dining, gaming, and retail purchases.
17. The Bureau and the City will work collaboratively to conduct an economic study of each Bureau endorsed event.
18. The Bureau will coordinate with appropriate City departments with respect to licensing, permits, ensuring public safety (fire, health and law enforcement), and the use of public facilities (parks, streets etc.).

19. The Bureau will work with the City and the Youth Sports Association (YSA) for scheduling any potential Bureau endorsed events that may require the use of facilities included in the YSA agreement with the City.

IT IS MUTUALLY AGREED:

1. The term of this Agreement is one (1) year from July 1, 2013 through June 30, 2014. The Agreement shall be renewed automatically for a period of two (2) years (through June 30, 2016), unless either Party provides written notice that it does not intend to renew the Agreement at least thirty (30) days prior to the termination date of June 30, 2014.
2. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Each Party agrees to perform their respective duties hereunder until the date of terminations.
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:**

Lawrence Werner, City Manager  
201 N Carson Street, Suite 101  
Carson City, NV 89701  
(775) 887-2100  
[lwerner@carson.org](mailto:lwerner@carson.org)

**FOR BUREAU:**

Joel Dunn, Executive Director

1900 S Carson Street, Suite 100  
Carson City, NV 89701  
(775) 687-7410  
[director@visitcarson-city.com](mailto:director@visitcarson-city.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 BUREAU 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 hereto 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.
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 Bureau 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 Visitors Bureau Directors for approval.

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

CARSON CITY, NEVADA

CARSON CITY CONVENTION & VISITORS BUREAU

\_\_\_\_\_  
Mayor – Robert L. Crowell

\_\_\_\_\_  
Chairman – Jonathan Boulware

Board of Supervisors

Board of Directors

Attest:

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

Approved as to Legality and Form:

\_\_\_\_\_  
Attorney