

**City of Carson City
Agenda Report**

Date Submitted: October 12, 2010

Agenda Date Requested: October 21, 2010

Time Requested: 15 minutes

To: Carson City Board of Supervisors

From: Parks and Recreation Department and Office of Business Development

Subject Title: Action to adopt a resolution adopting and approving an Interlocal Contract between Carson City, a consolidated municipality and political subdivision of the State of Nevada, and the Carson City Redevelopment Authority, a redevelopment agency organized pursuant to Chapter 279 of the Nevada Revised Statutes and political subdivision of the State of Nevada, to provide for the Arlington Square Ice Rink for the Winter/Holiday period of 2010-11 and other matters properly related thereto. (Roger Moellendorf)

Staff Summary: The Interlocal Contract sets forth the responsibilities of each agency regarding the operations of the ice rink.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to adopt a resolution adopting and approving an Interlocal Contract between Carson City, a consolidated municipality and political subdivision of the State of Nevada, and the Carson City Redevelopment Authority, a redevelopment agency organized pursuant to Chapter 279 of the Nevada Revised Statutes and political subdivision of the State of Nevada, to provide for the Arlington Square Ice Rink for the Winter/Holiday period of 2010-11 and other matters properly related thereto.

Explanation for Recommended Board Action: During the October 7, 2010, Board of Supervisors' meeting the Board directed staff to fund the Arlington Square Ice Rink project through the Redevelopment Authority. The Parks and Recreation Department will operate the rink. The Interlocal Contract sets forth the responsibilities of each agency regarding the operations of the ice rink. The City will provide all required equipment, services, and personnel necessary for the set-up, maintenance, and removal of the ice rink and the personnel needed for the management and operation of the ice rink. The Redevelopment Authority will provide marketing support for the ice rink and will pay \$106,255 toward the operation of the ice rink.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180 and Chapter 279 of NRS

Fiscal Impact: \$106,255 will be funded from the Redevelopment Authority's budget.

Explanation of Impact:

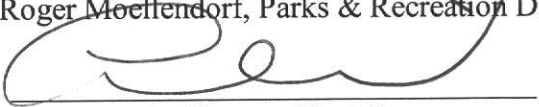
Funding Source: Redevelopment Authority Revolving Fund.

Alternatives: Deny approval of the Resolution and the Interlocal Contract.

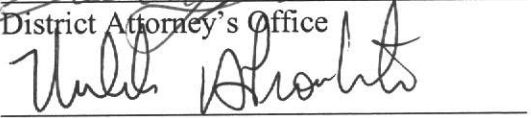
Supporting Material:

Resolution approving the Interlocal Contract
Interlocal Contract

Prepared By:  Date: 10/12/10
Roger Moellendorf, Parks & Recreation Director

Reviewed By:  Date: 10/12/10
Lawrence A. Werner, City Manager

 Date: 10/12/10
District Attorney's Office

 Date: 10/12/10
Finance Department

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND THE CARSON CITY REDEVELOPMENT AUTHORITY, A REDEVELOPMENT AGENCY ORGANIZED PURSUANT TO CHAPTER 279 OF THE NEVADA REVISED STATUTES AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA TO PROVIDE FOR THE ARLINGTON SQUARE ICE RINK FOR THE WINTER/HOLIDAY PERIOD OF 2009-10.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a consolidated municipality and political subdivision of the State of Nevada; and

WHEREAS, The Carson City Redevelopment Authority is a public body established pursuant to NRS 279.382 to 279.685, inclusive; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Contract desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement for the Arlington Square Ice Rink for the Winter / Holiday Period of 2009-10 are approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement for the Arlington Square Ice Rink for the Winter / Holiday Period of 2009-10 shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Carson City Redevelopment Authority.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this ___ day of _____, 2009 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES FOR THE
ARLINGTON SQUARE ICE RINK FOR THE WINTER/HOLIDAY PERIOD OF 2010-11

An Interlocal Agreement ("Agreement") between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("Carson City") and the Carson City Redevelopment Authority, a redevelopment agency organized pursuant to chapter 279 of the Nevada Revised Statutes and political subdivision of the State of Nevada ("Carson City RDA").

This Agreement is dated this _____ day of _____, 2010,
by and between the CITY and the RDA.

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100 and;

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, Carson City is authorized pursuant to NRS 279.428 to provide for recreational facilities in conjunction with a redevelopment project; and

WHEREAS, Carson City RDA is authorized pursuant to chapter 279 of the Nevada Revised Statutes to provide recreational facilities as redevelopment project; and

WHEREAS, the specific redevelopment plan adopted by the Carson City RDA provides for the provision of recreational facilities; and

WHEREAS, NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of county and city personnel, equipment and facilities for parks and recreational facilities; and

WHEREAS, by entering into this Agreement Carson City and Carson City RDA will be able to provide the Arlington Square Ice Rink for Winter / Holiday period 2010-11 ("Ice Rink"), a recreational facility, to promote and protect the public comfort and quality of life of the residents of Carson City.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. REQUIRED APPROVAL

This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. CONTRACT TERM

This Agreement shall be effective upon approval to _____, unless sooner terminated by either party as set forth in this Agreement.

3. CARSON CITY DUTIES AND RESPONSIBILITIES

Carson City agrees to:

- a. Provide, or contract to provide, all required equipment, services and personnel necessary for the set up, maintenance and tear down of the Ice Rink including, but not limited to:
 - I. ICEMAT Rink Piping Grid System.
 - II. Air-Cooled Refrigeration System/Pumps/Hoses/Expansion Tank.
 - III. Nonhazardous Propylene Glycol Coolant Charge.
 - IV. Insulation and Vapor Barriers.
 - V. Modular Railing System (white poly facing toward rink; room for vinyl decal sponsor graphics inside the rink area, banners outside the rink perimeter).
 - VI. Ice Rink resurfacing equipment.
 - VII. Staging, lighting and branded crowd control hardware elements.
 - VIII. Rental Ice Skates, Sharpened, Ready-to-Skate.
 - IX. Skate Change Deck Area with Rubber Floor Covering.
 - X. All Professional Supervision and General Labor for set-up and tear-down of the Ice Rink.
 - XI. General Carpentry and Finish-Out of Rink Perimeter.
 - XII. Travel Expenses/Per Diem Expenses for Out-of-Town Professionals.
 - XIII. All Tools, Equipment, and Supplies for Set-Up/Tear-down.
 - XIV. Refrigeration Technician On-Call 24-Hours During Entire Term.
 - XV. Text for Liability-Related Signage and Written Waiver Release Forms; Liability-Limitation Instructions.
 - XVI. General Training for Rink/Event Manager Regarding Rink Operation.
 - XVII. Professional Support Services/Consultation for Event Planning and Execution.

- b. Provide, or contract to provide, all required equipment, services and personnel necessary for the daily management and operation of the Ice Rink including, but not limited to:
 - I. Professional, on-site management.
 - II. Staffing to include cashier(s), skate rental attendant(s), safety monitor(s), and maintenance personnel to be on-site during entire term of the event.
 - III. Employee uniforms for staff.
 - IV. Public safety announcements.

- V. Cash register equipment, credit card equipment and supplies.
- VI. Daily business reporting.
- VII. Human resources for ice rink personnel.
- VIII. Coordination of group sales and special events.
- IX. A portable office building or small tent structure for tickets and skate rental kiosk.
- X. Proper and adequate trash receptacles.
- XI. Portable restrooms.
- XII. Provide professional program coordination, to include, without limitation, lessons, recreation league opportunities, special event opportunities and all support related to the ice rink experience presentation.
- XIII. Provide notification to any entities who whose business might be impacted by the Arlington Square Ice Rink Operation of Winter / Holiday period 2009-10, as part of the application for the Special Use Permit, and to provide a full schedule outlining event dates and times to any such affected entities.

- c. Comply with all City and State laws, ordinances and regulations.
- d. Obtain any and all permits, licenses or certificates required of Carson City by the Carson City Departments or Divisions of Health, Planning, Fire, Engineering, Sheriff, Business License, Animal Control and State of Nevada Department of Taxation.
- e. Fully support and participate in RDA sponsored cross promotional efforts.

4. CARSON CITY RDA DUTIES AND RESPONSIBILITES

- a. Provide marketing support via: media relations, and web calendar links to www.downtowncarsoncity.com, www.visitcarsoncity.com, www.downtownanswers.com.
- b. Pay to Carson City the sum of ONE HUNDRED SIX THOUSAND, TWO HUNDRED FIFTY-FIVE DOLLARS (\$106,255).

5. NOTICE

All notices shall be made via e-mail and/or in writing and may be given by personal delivery or by mail. Notices sent by e-mail shall be addressed as follows:

Carson City

Carson City RDA

6. LIMITED LIABILITY

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

7. INDEMNIFICATION

- a. To the fullest extent of limited liability as set forth in paragraph (6) of this Agreement, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and 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 in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. OWNERSHIP OF FACILITIES

Each entity maintains ownership of its own facilities and no transfer of ownership is implied as part of this Agreement.

9. REASONABLE CARE

Each party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other parties' facilities and operations are not impaired or damaged.

10. FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. SEVERABILITY

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12. TERMINATION

This Agreement may be terminated by either party, provided that a termination shall not be effective until 120 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason finding ability to satisfy this Agreement is withdrawn, limited or impaired.

13. PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

14. CONFIDENTIALITY

Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

15. PROPER AUTHORITY

- a. The parties hereto present and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.
- b. The parties are associated with each other only for the purpose and to the extent set forth in this Agreement, and in respect to performance of services and payment of costs pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with

respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. GOVERNING LAW: JURISDICTION

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

17. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire Agreement of the parties and such are 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Carson City Board of Commissioners:

Carson City Redevelopment Authority:

By: _____
Robert L. Crowell, Mayor

By: _____
Robin Williamson, Chair


Attest:

Attest:

Alan Glover, Clerk Recorder

Alan Glover, Clerk Recorder

Approved as to Legality and Form:



Neil A. Rombardo, District Attorney
By: Deputy District Attorney