

**City of Carson City
Agenda Report**

Date Submitted: January 7, 2013

Agenda Date Requested: January 17, 2013

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To authorize staff to sign an interlocal agreement between the Carson City Parks and Recreation Department and the Board of Regents, Nevada System of Higher Education on behalf of Western Nevada College for the use of facility space at the Community Center and other City-owned space(s) as determined by the parties. *(Kim Belt)*

Staff Summary: Carson City currently provides facility space at the Community Center to Western Nevada College for the performing arts program and this agreement is to continue the facility use agreement.

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 authorize staff to sign an interlocal agreement between the Carson City Parks and Recreation Department and the Board of Regents, Nevada System of Higher Education on behalf of Western Nevada College for the use of facility space at the Community Center and other City-owned space(s) as determined by the parties.

Explanation for Recommended Board Action: Approval of this agreement will continue the cooperative use of the Community Center for performing arts programs with Western Nevada College and Carson City.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180 and NRS 41.0305 to 41.039.

Fiscal Impact: N/A

Explanation of Impact: Agreement does not change any existing fee structures.

Funding Source: None

Supporting Material: Interlocal Agreement

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: [Signature]
(Parks and Recreation Department)
[Signature]
(City Manager)
[Signature]
(District Attorney)
[Signature]
(Finance Director)

Date: 1/8/13
Date: 1/8/13
Date: 1/8/13
Date: 1/8/13

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



FINANCE & ADMINISTRATIVE SERVICES

November 2, 2012

Ms. Kim Belt
201 N. Carson St., Suite 3
Carson City, Nevada 89701

Dear Kim:

Enclosed is the copy of the agreement between Carson City Parks and Recreation and Western Nevada College, as per our conversation on October 31. Please sign and return it to me at your earliest convenience.

Thank you very much.

Sincerely,

Linda Hardy
Interim Administrative Assistant to the Vice President

Enclosure

THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF
WESTERN NEVADA COLLEGE

INTERLOCAL AGREEMENT

NRS 277.180 provides in part 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 public agencies entering into the contract is authorized by law to perform."

This agreement is entered into between the Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of Western Nevada College ("WNC") and Carson City Parks and Recreation ("CCPR").

Description:

1. CCPR agrees to provide facility space to WNC, located at 851 E. William Street, Carson City, NV, which is also known as the Community Center, and other City-owned space(s) as determined by the parties.
2. In addition, WNC shall have the non-exclusive use of public, common and parking areas, along with others permitted to use them, in accordance with rules and regulations promulgated by and applicable to CCPR. CCPR reserves the right to employ or contract for a charged parking model in any or all City parking areas.
3. The Conditions of Use of the Carson City Parks and Recreation Facility: Facility Rental Waiver & Policies for WNC and the CCPR Theater Waiver are attached to this Interlocal Agreement as Attachments 1 and 2 respectively, and are incorporated by reference into this Interlocal Agreement.
4. This Interlocal Agreement and Attachments 1 and 2 are intended to set forth all of the terms and conditions of WNC's uses of CCPR's space. Any other document, permit, or agreement required by CCPR to reserve particular dates or to estimate the cost of facility space are subject to the terms and conditions set forth herein. To the extent that any other document, permit, or agreement required by CCPR to reserve particular dates or to estimate the costs of facility space contradicts the terms and conditions set forth herein, the terms and conditions set forth herein are controlling.

Scheduling:

WNC's director or designee, or other authorized WNC staff will contact CCPR via email or phone to schedule the dates of events throughout the year. CCPR will enter requested dates into its online reservation system and provide a confirmation of reservation via email or fax. CCPR

may at its discretion, employ a traditional dates reservation model and/or require WNC to enter dates requests via an online system.

Insurance and Indemnification:

In accordance with the limitations of NRS 41.0305 to NRS 41.039, WNC hereby indemnifies and holds CCPR, its directors, officers, and employees harmless from and against any and all liability, losses, damages, claims, or causes of action and expense arising, directly or indirectly, by or as a result of an act or omission of WNC, its officers or employee in the performance of this agreement. WNC's indemnity obligation is limited to \$100,000 per cause of action pursuant to NRS 41.035 and WNC will assert the defense of sovereign immunity in all cases.

In accordance with the limitations of NRS 41.0305 to NRS 41.039, CCPR hereby indemnifies and holds WNC, its directors, officers, and employees harmless from and against any and all liability, losses, damages, claims, or causes of action and expense arising, directly or indirectly, by or as a result of an act or omission of WNC, its officers or employee in the performance of this agreement. CCPR's indemnity obligation is limited to \$100,000 per cause of action pursuant to NRS 41.035 and CCPR will assert the defense of sovereign immunity in all cases.

Concessions:

WNC will be allowed to provide concessions, at its own cost, at each event, with the revenues from such sales, to remain solely WNC's property. Concession operations shall be conducted in accordance with City and CCRD rules and regulations. WNC shall make all reasonable efforts to remove concession related trash from facilities.

Fees:

Based on CCPR's rental fees, CCPR shall make all reasonable efforts to provide an invoice to WNC for payment within 30 days of the event or the last day of a scheduled series of events. CCPR will provide an estimate of the charges that may be incurred by WNC for each performance period or other facility use in advance of the performance period or other facility use. Estimated charges for each performance period or other facility use will be attached hereto and made a part of this Interlocal Agreement.

Effective Date and Term:

This agreement is effective **July 1, 2012 thru June 30, 2015**, unless sooner terminated by either party upon thirty (30) days written notice or by mutual agreement of the parties hereto.

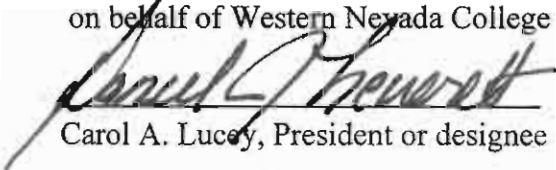
Authorization to Sign:

The parties have read, reviewed and understand the contents of this Interlocal Agreement. Any individual signing this Interlocal Agreement on behalf of either Party represents and warrants

that he has full authority to do so. No modifications or waiver of any provision of this Interlocal Agreement shall be binding to the Parties unless made in writing and signed by both Parties.

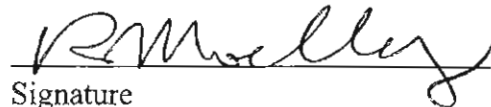
IN WITNESS HEREOF the Parties hereto have caused this Interlocal Agreement to be executed by the duly authorized representatives as of the date set forth below.

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION
on behalf of Western Nevada College


Carol A. Lucey, President or designee

10.25.12
Date

Carson City Parks & Recreation


Signature

Roger Moellendorf
Printed Name

10/30/12
Date

ATTENTION THEATER RENTERS:

This theater waiver is in addition to the facility rental waiver.

1. Estimated charges:

Estimated charges are based on information provided by the renter at the time of booking. The final billing will be calculated on actual use.

The estimate shall be calculated as follows: Days of engagement times 14 hours or equivalent rate per day. Under no circumstances shall the estimate be construed as limiting the amount of the final billing. Special equipment use, performance fees, theatrical supplies, etc. , shall not be calculated in the estimate.

2. Additional information required for all theater bookings:

a. A list of technical requirements.

b. An informational sheet including: event description, public contact numbers, public email address, website and/or Facebook URL, ticket pricing and distribution outlets.

3. Cancellation of reserved dates:

a. For cancellation of reserved theater dates 30 days or more prior to the first reserved theater date: The renter agrees to forfeit the theater booking fee.

b. For cancellation of reserved theater dates less than 30 days prior to the first reserved theater date: The renter agrees to forfeit the booking fee, estimated theater fees and any cost for staffing and/or supplies and materials procured for the event.

4. Technicians:

Bob Boldrick Theater Technicians are subject to availability and a 4 hour minimum charge; any technician time over 8 hours will be billed at time and a half; Renter may use their own technical personnel/volunteers subject to approval by the theater management. The renter agrees to bear the cost of repair or replacement of venue equipment that is damaged by the actions of their technicians/volunteers and/or cast, etc. The renter agrees to adhere to venue technical directions and restrictions.

5. Event equipment, etc.:

Event related equipment, props, staging, etc. must be removed after the performance or picked up at a later date and /or time.

a. Prior written authorization from theater management must be obtained for delayed removal. Items left onsite over 24 hours without authorization will become the property of the City. The renter may incur additional charges for disposal, etc. as required for items left onsite over 24 hours.

- b. The renter is responsible for the pick up and placement of event trash in the facility trash receptacles'. Large trash items must be taken to the facility dumpster. All trash items must fit in the facility dumpster and must not impede the closing of the dumpster lid or the exiting of the trash when dumped. The Stage and dressing room floors must be free of trash and debris. Dressing room mirrors and counters must be clean prior to leaving. Failure to leave the facility in satisfactory condition as determined by the Parks & Recreation Department staff may result in additional charges.
6. Prohibition of food and beverages in the theater:
The renter is responsible for the enforcement of the prohibition of food and beverages in the theater and agrees to be held responsible for any damages in the theater arising from food and beverages during their rental period.
7. Licenses and taxes:
The renter is responsible for applicable licenses and taxes such as but not limited to: Carson City business license, Carson City fire permit, Nevada sales tax, Nevada live entertainment tax, etc.
8. Performing rights:
The renter is responsible for all applicable performance licenses and performing rights such as but not limited to: music, synchronization, recording and grand rights for their production.
9. Venue capacity:
The renter agrees that ticket sales in excess of venue capacity will not be sold, and that all technical seat obstructions will be accounted for in the seating capacity calculation.
 - a. The renter agrees to adhere to venue seating directions/restrictions.
 - b. The renter agrees to provide a count of pre-sold tickets and any ADA accommodation requests to management at least one day prior to each performance date.
10. Venue parking:
The renter agrees that venue parking is first come first serve and that trucks, buses, etc. cannot impede building ingress or egress. The renter agrees that parking is reserved for facility patrons and that after delivery, trucks, trailers, buses, etc. must leave the parking area.
11. Staff: Ushers, ticket takers, etc.:
The renter agrees to provide for adequate usher and front of house personnel for their event and to adhere to venue rules. The venue retains the right to require professional security at the renters' expense in addition to the above staff.
12. Performance:
A performance is 1-4 hours. A performance begins when the Theater doors are open to the public.

13. Safety Video-Theater:

It is strongly suggested that all non-professional event cast and volunteer technical crew members watch a six minute Safety Video at the beginning of the first rehearsal.

14. Advertising:

All event advertising must contain the "Bob Boldrick Theater" logo.

15. Notice to groups receiving the Board of Supervisors Arts Discount:

As a condition of your discount, and in addition to the "Bob Boldrick Theater Logo", all event programs and advertising must contain the "Carson City Logo" and must have the following statement: "This performance is made possible in part by the City of Carson City"

16. Notice to those groups wishing to make modifications to the venue:

Lessee will not make any permanent alterations, additions, improvements or repairs on the Premises without first obtaining the consent of the Lessor in writing. All alterations, additions, and improvements which are made will be at the sole cost and expense of Lessee, and will become the property of Lessor, at completion of improvements, trade fixtures excluded. On expiration, or if the lease is terminated prior to expiration, Lessee shall peacefully and quietly surrender to Lessor the Premises and all Lessee's improvements and alterations in good order and condition (except for ordinary wear and tear). If the Lessee performs the work with the consent of Lessor, Lessee agrees to comply with all laws, ordinances, rules and regulations of the local agencies having jurisdiction hereof. The Lessee further agrees to hold the Lessor free and harmless from all damage, loss and expense arising out of such work. Lessee agrees to keep and maintain the leased premises free from any liens or encumbrances caused by any act or the Lessee.

17. Notice to those who wish to have Fire Performance and/or Pyrotechnics: If the renter wishes to have fire performances and/or pyrotechnics the renter must provide:

a. A fire permit from the Carson City Fire Department.

If required by Nevada State law NRS 477.030

b. A certificate of Registration and an Apprentice Certificate of Registration (if the performer is an apprentice) from the Nevada State Fire Marshall.

Copies of the Certificate of Registration, Apprentice Certificate of Registration and the Carson City Fire permit must be provided to the venue management no less than 30 days prior to the event date.

18. Security of renter's equipment, personal property and person:

The venue makes no warranty and will not be held responsible for the security of the renter's property and/or person as well as the renter's staff, volunteers, contractors and customers' property and/or person. The renter assumes all risks of loss regarding the above.

Attachment 2: Conditions of Use

CONDITIONS OF USE OF THE Carson City PARKS AND RECREATION FACILITY:

FACILITY RENTAL WAIVER & POLICIES

INSURANCE

Liability insurance in the amount of \$1,000,000.00 is required. A CERTIFICATE NAMING CARSON CITY AS "ADDITIONAL INSURED" MUST BE PROVIDED. For State sponsored events, a letter from the Risk Management Division advising that coverage is provided for the event will be accepted.

HOLD HARMLESS

In accordance with the limitations of NRS 41.0305 to NRS 41.039, WNC hereby indemnifies and holds CCPR, its directors, officers, and employees harmless from and against any and all liability, losses, damages, claims, or causes of action and expense arising, directly or indirectly, by or as a result of an act or omission of WNC, its officers or employee in the performance of this agreement. WNC's indemnity obligation is limited to \$100,000 per cause of action pursuant to NRS 41.035 and WNC will assert the defense of sovereign immunity in all cases.

In accordance with the limitations of NRS 41.0305 to NRS 41.039, CCPR hereby indemnifies and holds WNC, its directors, officers, and employees harmless from and against any and all liability, losses, damages, claims, or causes of action and expense arising, directly or indirectly, by or as a result of an act or omission of CCPR, its officers or employee in the performance of this agreement. CCPR's indemnity obligation is limited to \$100,000 per cause of action pursuant to NRS 41.035 and CCPR will assert the defense of sovereign immunity in all cases.

PAYMENT AND CANCELLATION

All fees, forms, and permits must be received 10 working days prior to the event. Cleaning/damage deposits may be refunded and take approximately 30 days to process. **FINAL CHARGES WILL BE DETERMINED AFTER THE EVENT.** Any charges over the estimate shown on the permit will be deducted from the cleaning/damage deposit. If the cleaning/damage deposit is not enough to cover all of the charges, the additional amount will be billed to the renter and should be paid within 30 days. If the estimate shown on the permit is lower than the actual charges, a refund will be issued within 30 days. Refunds for cancellations will be processed as long as the minimum prior notice of 20 working days is given. The refund will be subject to a 15% processing fee and takes approximately 30 days to process. Permit changes or cancellations will only be accepted from the individual originally booking the facility(s).

RENTER RESPONSIBILITIES

The renter is responsible for all set up of tables & chairs. The renter is responsible for clean-up and removal of any decorations, etc. used. Failure to leave the facility in satisfactory condition as determined by the Parks & Recreation Department staff by the departure time specified on this contract may result in additional charges, as well as a higher cleaning deposit for the next two events reserved by the renter. The Community Center will have a custodian on duty at all times. The Parks and Recreation Department is not responsible for anything left on the premises. THE BOARD OF SUPERVISORS HAS PRIORITY BOOKING RIGHTS FOR THE SIERRA ROOM. GLASS CONTAINERS ARE NOT ALLOWED AT ALL PARKS & THE CARSON CITY FAIRGROUNDS.

SECURITY REQUIREMENTS

Carson City Parks and Recreation retains the right to require and provide security for any event at the renter's expense. The ESTIMATED charges for security guards will be included with the facility rental permit and must be paid to the Carson City Parks and Recreation Department with final payment. In the event that additional security guards are needed or they are required to stay longer than contracted for, the additional charges will be deducted from the cleaning/damage deposit. If the deposit is not enough to cover the final charges, the remaining amount will be billed to the renter and due within 30 days.

In all circumstances, Carson City Parks and Recreation retains full authority for final approval and/or denial of facility reservation requests.