



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 15, 2019

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding an Interlocal Agreement for Administrative Services and Facility Use and Management between Carson City, Carson District Attorney's Office, and the Carson City Culture & Tourism Authority (CTA). (Nancy Paulson, npaulson@carson.org)

Staff Summary: This agreement, if approved, will replace the 1st Amended Cooperative Agreement for Administrative Services and Facility Use and Management between Carson City and the CTA which expired on June 30, 2019. The new agreement updates the administrative services offered by Carson City to CTA in exchange for 1% of the total 11% transient lodging tax. The new agreement also continues the payment of an additional 1% of the total 11% transient lodging tax by CTA to Carson City for the implementation and operation of the Arts and Culture Master plan and funding for the Arts and Culture Coordinator.

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

Proposed Motion

I move to approve the Agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

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

April 10, 2017 - The Carson City Convention and Visitors Bureau approved a revision to the original agreement to include legal services to be provided by the City and an increase in funding to the City from .75% of the total 10% transient lodging tax rate to 1% of the total 11% transient lodging tax rate.

November 2, 2017 - The Board approved the CTA's revision to the original agreement to increase the funding to 1% of the total 11% transient lodging tax rate.

March 1, 2018 - The Board approved the 1st Amended Cooperative Agreement for Administrative Services and Facility Use and Management to add a provision for the City to administer the position of the Arts and Culture Coordinator to be funded by increasing the payment to the City to 2% of the total 11% transient lodging tax rate.

June 20, 2019 – The Board approved a Memorandum of Understanding to extend the terms of the 1st Amended Cooperative Agreement for Administrative Services and Facility Use and Management for sixty days to allow a new agreement to be drafted.

Background/Issues & Analysis

Carson City and the CTA have a Cooperative Agreement through which Carson City provides certain administrative services for the CTA in exchange for 1% of the total 11% transient lodging tax. The agreement also provides 1% of the total 11% of the transient lodging tax for the implementation of the Arts and Culture Masterplan and funding for the Arts and Culture Coordinator position. The 1st Amended Cooperative Agreement expired on June 30, 2019. The Board of Supervisors and the CTA Board of Directors executed a Memorandum of Understanding to extend the terms of the agreement for sixty days while a new agreement was prepared. The new agreement revises and updates the services provided by Carson City to the CTA and provides for an updated endorsed event list. Pursuant to the terms of the agreement, the CTA collects revenue from transient lodging and transfers it to the City in exchange for administrative and professional services by several City departments. The Agreement also provides for the funding of the Carson City Arts and Culture Masterplan and the Arts and Culture Coordinator position.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180; CCMC Chapter 4.08

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund/Endorsed Annual Events G501720001; General Fund/Administrative Services 1011080-437051; Arts & Culture 2950087-437051

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The Grant Funded Events are budgeted at \$90,000; the remaining 1% for Administrative services is a revenue to the general fund budgeted at \$105,000. An additional 1% is budgeted in the Arts & Culture Special Revenue Fund, budgeted at \$200,000. The total 2% payment will be deducted from of the total 11% transient lodging tax rate received by CTA.

Alternatives

Do not approve the Agreement and provide alternative direction to staff.

Attachments:

[18A backup-1.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

**Interlocal Agreement for Administrative Services
and Facility Use and Management**

This Interlocal Agreement for Administrative Services and Facility Use and Management ("Agreement"), dated this ____ day of _____, 2019, is entered into by and between Carson City ("City"), a consolidated municipality and political subdivision of the State of Nevada, the Carson City District Attorney's Office ("CCDA") and the Carson City Culture & Tourism Authority ("CTA"). City, CCDA and CTA may be individually referred to as "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, CTA is a county fair and recreation board created by City pursuant to NRS 244A.597;
and

WHEREAS, City, CCDA and CTA are public agencies under NRS 277.100 and are authorized by NRS 277.180 to contract with one another for the performance of this interlocal agreement; and

WHEREAS, City has imposed transient lodging taxes with the adoption of Carson City Municipal Code ("CCMC") 4.08.080 and pursuant to the authority granted by NRS 244.3352; and

WHEREAS, City has designated CTA as the collection and enforcement authority for the transient lodging taxes imposed by CCMC 4.08; and

WHEREAS, City currently provides certain services to CTA in the area of finance and payroll administration, human resources, information technology, parks and recreation, public works, community development; and

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

WHEREAS, CTA transmits 1% of the total 11% transient lodging tax to City in exchange for administrative services; and

WHEREAS, CTA transmits 1% of the total 11% transient lodging tax to City for the purpose of implementing the Carson City Arts and Culture Masterplan; and

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

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

WHEREAS, City, CCDA and CTA are willing and able to perform the services described herein;
and

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

TERMS:

1. **SERVICES PROVIDED BY CITY.** The Parties agree to the following terms related to the provision of administrative and professional services provided by City to CTA through various City departments and agencies.

A. Finance

- i. City shall maintain a separate agency fund in the City's general ledger to account for all of CTA's accounting transactions.
- ii. City shall process accounts payable transactions from CTA funds as entered by CTA into the City's accounts payable system.
- iii. City will process biweekly payroll and benefits from CTA funds as entered by CTA into the City's payroll processing system.
- iv. City will provide CTA with bank deposit slips in order for CTA to deposit transient lodging tax and other revenues generated by the CTA into the City's bank account.
- v. City shall reconcile and post revenue reports as prepared by the CTA.
- vi. City shall 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.
- vii. City will invest any CTA funds via the Carson City Treasurer's investment program. Any interest income earned by such funds will be deposited in the CTA agency fund.
- viii. City will maintain CTA's capital asset listing to track capital asset acquisitions and deletions.
- ix. City will transfer 1% of the transient occupancy tax for the Arts & Culture Fund as directed by CTA.
- x. City will prepare the GASB 68 Breakouts related to PERS as necessary for fiscal year-end financial reporting.

B. Human Resources

- i. City will post job openings, using job descriptions provided by CTA to City, on governmentjobs.com and forward all applications received to the CTA Director after CTA notifies the Human Resources Department of a job opening within the CTA.
- ii. CTA is responsible for reviewing the job applications and determining which applicants meet the minimum qualifications for the position. CTA is responsible for notifying the applicants selected for interviews and those not selected. CTA is responsible for sending out the offer letter and coordinating and conducting any pre-employment testing or background searches. City will verify the employee's eligibility to work in the United States.
- iii. CTA will provide its own new hire orientation and onboarding and is responsible for managing its employees and providing any necessary training. CTA is responsible for confirming that an employee has all necessary certifications and training needed for the position held. Once City is notified of the new hire, City will add the CTA employee into the payroll system.
- iv. CTA employees are not employees of Carson City.
- v. City will provide the new hire benefits orientation as long as CTA participates as a member on the City's benefit plans.

- vi. City will allow CTA to participate in the health, dental, vision and life insurance plans that are provided to City employees, if allowed by the benefit providers. CTA will pay for all costs associated with participating in the benefit plans and is responsible for determining the subsidy, if any, that will be provided to the CTA employee/retiree. 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.
- vii. City will send the enrollment form for each eligible CTA employee to the Public Employees' Retirement System of Nevada ("PERS") at the time of hire. CTA is responsible for complying with all PERS regulations.
- viii. Except as indicated in Section 1(H)- District Attorney, provided herein, CTA is responsible for providing and managing its unemployment and workers' compensation insurance claims, Equal Employment Opportunity Commission claims and employment related lawsuits and developing and implementing its own policies and procedures. CTA is responsible for handling all CTA personnel issues.

C. Arts and Culture

- i. City will administer the position of the Arts and Culture Coordinator to be funded from the 1% increase in the transient lodging tax rate approved by the Carson City Board of Supervisors on May 5, 2016.
- ii. The City Arts and Culture Coordinator is responsible for the implementation of the goals and objectives contained in the Carson City Arts and Cultural Master Plan.
- iii. The Arts and Culture Coordinator will make an annual presentation to the CTA Board of Directors during a regular public meeting regarding the status of the implementation of the Arts and Culture Master Plan.
- iv. The Arts and Culture Coordinator reports directly to the City Manager.

D. Information Technology

- i. Unless otherwise stated, CTA will be responsible for purchasing its own equipment, software, and outside services.
- ii. City's IT Department will provide the following support and services:
 - a. Telephone service that includes all features and functions offered to City VOIP system users. The cost of phone sets shall be CTA's responsibility.
 - b. Full Help Desk Support.
 - c. Ongoing network support including Internet support and bandwidth adequate for basic browsing and a single video conferencing link.
 - d. Antivirus software for computers provided by the City's IT Department.
 - e. Support for City applications, such as the City's financial system, subject to approval by the IT Department that owns the system and data.
 - f. E-mail service.
 - g. Smartphone connectivity to e-mail system. This may require funding from the CTA for mobile device management software and will be on the same terms offered to City Departments.
 - h. Server storage space up to 50 GB per user with full back up.
 - i. A basic page on the City's web site or links from City's site to CTA site.

- j. Troubleshooting for network connections on printers, copiers, and fax machines, if the equipment is connected to the City network. This does not include maintenance or repair and costs associated therewith. Inexpensive personal output devices (such as inkjet desktop printers) are considered disposable, and subject to very limited support.
- iii. The following items are supported by the City's IT Department and will entail equipment or service costs to be funded by the CTA:
 - a. Fax line and emergency phone line.
 - b. Microsoft Office applications.
 - c. Customized changes to the CTA's web presence.
 - d. Network equipment and building Wi-Fi.
 - e. Connection between CTA and the City's network, and associated equipment.
 - f. Additional phones.
 - g. Additional computers.
 - h. Wiring for additional computers or phones that is not already in place.
 - i. Other systems may be supported upon mutual agreement, with costs to be determined.

E. Parks and Recreation

- i. City and 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 City sponsored/co-sponsored meetings, programs and events and facility use by outside agencies (government, quasi-governmental and non-profit organizations) that have current agreements with the City. Perpetual reservations at the Bob Boldrick Theater (minimum of two consecutive years) will also be considered as existing obligations. Except as otherwise provided herein, all other events having the potential to provide a positive economic impact to City tax revenue will receive priority for booking reservations.
- ii. Facilities fees for event organizers will be mutually determined by the Parks and Recreation Department Director or his/her designee and the Executive Director of the CTA or his/her designee.
- iii. CTA will actively recruit events that have the potential to provide a positive economic impact to the City. CTA will work with City to book or reserve facilities for these events. The Parks and Recreation Department will be responsible for processing final reservations, collection of security deposits, coordinating logistics and event details, and issuing appropriate permits/agreements directly with the event organizer.
- iv. 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 his/her designee. Carson City Fairgrounds/Fuji Park includes the arena, barns, seating and other recreation amenities, except Bailey Pond.

- v. Events on Carson City Open Space properties will require prior approval of the Open Space Advisory Committee and/or the Bureau of Land Management (when and where appropriate).
- vi. 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:
 - a. Mills Park Aquatic Facility: A maximum of four endorsed events can be scheduled by CTA each calendar year.
 - b. The Multipurpose Athletic Center (MAC): A maximum of 12 endorsed events (one per month) can be scheduled by CTA each calendar year.
 - c. Mills Park Bob Boldrick Theater: CTA will be given priority for any availability beyond contractual obligations as outlined in Section 1(E)(i) provided herein.
 - d. 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, and spring). Endorsed events will be allowed to occur outside of the standard program days/operating hours (Monday-Friday 6:30am-6:00pm) to ensure the youth recreation programs are not negatively impacted or conflict with endorsed event activities.
 - e. 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 8:00am to dusk daily.
- vii. The Parks and Recreation Department will provide Trails Coordination Services including planning and development of regionally desired trail systems and event recruitment.
- viii. 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, infrastructure, and maintenance. 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.
- ix. CTA will make all reasonable efforts to include the Parks and Recreation Department in pre-planning meetings and coordination with event organizers. CTA will notify the Parks and Recreation Department regarding approval of newly endorsed events at least sixty (60) days in advance or at the time of the special event Major Project Review 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 (60) days' notice will be considered for approval by the Parks and Recreation Director or his/her designee.
- x. Approved events outlined in Exhibit A (Carson City Culture & Tourism Authority Endorsed Annual Events), attached hereto and incorporated by reference, are reoccurring events that 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. CTA shall meet with the Parks and Recreation Department annually to update this Exhibit and related information.

- xi. The Parks and Recreation Department will inform 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 CTA for potential endorsement consideration.

F. Public Works

- i. CTA will notify Public Works and include the department in planning meetings for any event outlined in Exhibit A that will require the Public Works Department to provide labor, equipment, or materials. At the meeting, CTA will provide Public Works with an outline of required work and a proposed schedule for each work item.
- ii. For events not included in Exhibit A, the Public Works Department will provide CTA with a cost estimate and comments on the proposed schedule within one week of the event planning meeting. If CTA agrees with the proposal from the Public Works Department, CTA will provide a written request at least two weeks prior to the event date. Upon event completion, the Public Works Department will provide an invoice to CTA for actual expenditures for the event including labor, equipment, and materials.
- iii. The Public Works Department will inform 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.

G. Community Development

- i. City and 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 reservation process will recognize and honor existing contractual obligations or agreements for City sponsored/co-sponsored special events and special events by outside agencies that have agreements with the City.
- ii. Downtown special events having the potential to provide a positive economic impact to the City will receive priority for reservation. Special Event application and vendor fees will be waived for events listed in Exhibit A.
- iii. CTA will actively recruit events that have the potential to provide a positive community economic impact. CTA will work with the City to reserve downtown special event space. Event organizers are responsible for submitting a Special Event application and providing all information and documentation required for the Special Event permit, including applicable liability insurance, at least sixty (60) days prior to the event. The Community Development Department will be responsible for processing Special Event applications and coordinating logistics and event details directly with the event organizer.
- iv. Direct costs will be determined by City as identified in the applicable City department subsections above.
- v. CTA will make all reasonable efforts to include the Community Development Department in pre-planning meetings and coordination with downtown special event organizers. CTA will notify the Community Development Department regarding approval of newly endorsed downtown special events at least ninety (90) days in advance of the special event date to ensure that the special event space is available. Endorsed events with less than ninety (90) days' notice will be approved by the Community Development

Director or his/her designee on a case-by-case basis with consideration of the nature of any conflicting downtown special events.

- vi. The Community Development Department will inform 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.

H. Purchasing and Contracts

- i. The City's Purchasing and Contracts Administrator will provide assistance to CTA regarding the drafting and preparation of contracts or purchasing requests as needed. The Purchasing and Contracts Administrator will also provide guidance on compliance with state and federal laws and regulations.

2. **LEGAL SERVICES.** The Parties agree to the following terms regarding the provision of legal services and representation by CCDA to CTA.

- A. The CCDA will assign a Deputy District Attorney to provide legal representation to CTA as described in this section.
- B. CCDA will review and edit agendas and support materials for all public meetings of the CTA. CCDA will attend public meetings of the CTA to assist with compliance with the Nevada Open Meeting Law and to respond to legal questions that may arise.
- C. CCDA will review and assist with preparation of contracts for CTA for matters that directly relate to or arise from the conduct of official business within the scope of CTA's authority.
- D. CCDA will provide legal representation and counsel to CTA as requested by the CTA Executive Director subject to the discretion of the District Attorney and pertaining to matters that directly relate to or arise from the conduct of official business within the scope of CTA's authority.
- E. CCDA will prepare written legal opinions as requested by CTA subject to the discretion of the District Attorney and pertaining to matters that directly relate to or arise from the conduct of official business within the scope of CTA's authority.
- F. Except where CTA's insurance counsel is involved, CCDA will initiate or defend against civil litigation on behalf of CTA or its members or employees acting within the scope of their legally authorized employment or public duties, but not where civil litigation or other legal dispute exists involving CTA and another client of the Carson City District Attorney's office. The initiation or defense against civil litigation will be at the discretion of the District Attorney and confined to matters that directly relate to or arise from the conduct of official business within the scope of CTA's authority.
- G. CCDA will provide training to the CTA Board of Directors on Nevada Open Meeting Law and Ethics in Government as necessary.

3. CTA RESPONSIBILITIES

- A. CTA shall collect all transient lodging taxes from Carson City lodging properties and any other CTA revenues for deposit with the Carson City Treasurer for credit to the CTA agency fund.
 - B. CTA shall pay monthly to the City, an amount equal to 2% of the total 11% transient lodging tax rate collected from transient lodging properties.
 - C. CTA shall timely submit all claims for payment of accounts payable and payroll according to an agreed upon schedule created by City.
 - D. CTA is responsible for certifying the appropriateness of any financial transaction, verifying that invoices and payroll are accurate, budgeted, and in compliance with CTA policies and State and Federal laws and regulations.
 - E. CTA will ensure that appropriate purchasing and financial policies and procedures are in place.
 - F. CTA shall be responsible for its own procurement of goods and services.
 - G. CTA shall be responsible for preparing, approving, and filing the CTA's annual budget and budget augmentations.
 - H. CTA shall be responsible for all financial reporting required by the State of Nevada Department of Taxation related to the transient lodging tax.
 - I. CTA shall prepare the CTA's annual financial statements and provide an annual audit of its financial statements.
 - J. CTA will ensure that appropriate personnel policies and practices are in place in accordance with state and federal laws.
 - K. CTA shall pay any direct costs associated with the use of City's telephone system by CTA.
 - L. CTA shall pay for any hardware and software information technology costs, except as provided in Section 1(D) - Information Technology.
 - M. CTA will coordinate with City staff for the use of any City facilities for events to ensure that the event promoter /organizer meets all requirements of City.
 - N. CTA shall maintain its own liability insurance.
4. **TERM.** This Agreement shall remain in effect until June 30, 2021, unless sooner terminated by either Party as specified in Section 6 (TERMINATION).
5. **NOTICES.** 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:

Nancy Paulson, City Manager
201 N Carson Street, Suite 2
Carson City, NV 89701
(775) 887-2100
npaulson@carson.org

FOR CTA:

Carson City Culture & Tourism Authority
David Peterson, Executive Director
716 North Carson Street, Suite 100
Carson City, NV 89701
775-283-7681
dpeterson@visitcarsoncity.com

FOR CCDA:

Jason Woodbury, District Attorney
885 E. Musser Street, Suite 2030
Carson City, NV 89701
775-887-2070
jwoodbury@carson.org

6. TERMINATION.

- A. **Termination for Nonappropriation.** All services provided under this Agreement are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Agreement, the Agreement shall automatically terminate upon City's notice to CTA of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.
- B. **Termination Without Cause.** Either Party may terminate this Agreement without cause upon sixty (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.

7. **LIMITED LIABILITY.** City and CTA do not waive and intend to assert any and all available NRS Chapter 41 liability limitations and immunities in all cases. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The contract liability of the Parties under this Agreement does not include punitive damages.

8. **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 this Agreement after the intervening cause ceases.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, including but not limited to the provisions of NRS Chapter 41, 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 thirty (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.
10. **INSURANCE.** All Parties must carry their own policies of insurance and pay all applicable taxes and fees.
11. **BREACH.** 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. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour.
12. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach. No waiver of any right or remedy shall be effective unless in writing.
13. **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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
14. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, together with the Exhibits, constitutes the entire agreement of the Parties and is the 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. The term "agreement" as used herein shall be deemed to include all Exhibits. All Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement. Where the terms of any Exhibits conflict with the provisions of this Agreement, this Agreement shall govern. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the Parties and approved by each Parties' respective counsel.

15. **GOVERNING LAW AND JURISDICTION.** The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.
16. **NO THIRD-PARTY BENEFICIARY.** 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.
17. **OWNERSHIP OF PROPERTY.** This Agreement does not contemplate a transfer of any real or personal property or ownership interest between the Parties. Any and all real and personal property presently owned by either Party will remain owned by that Party's upon completion or termination of this Agreement.
18. **RECORDS.** 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.
19. **SUCCESSORS; ASSIGNMENT.** This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties. No Party may assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Parties.
20. **AUTHORITY TO SIGN.** The Parties represent and warrant that the person executing this Agreement on behalf of each respective 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.
21. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

///

THIS SPACE INTENTIONALLY LEFT BLANK

22. **ANNUAL MEETING AND MODIFICATIONS.** City staff and CTA staff will meet annually to discuss the Agreement. All City Departments involved in the Agreement will be invited to attend this annual meeting to discuss the operation of the Agreement and any proposed modification. Any proposed changes to the Agreement will be presented to both the Carson City Board of Supervisors and the Carson City CTA Board of Directors respectively 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

Clerk – Aubrey Rowlett

CARSON CITY DISTRICT ATTORNEY’S OFFICE

District Attorney or Designee

CARSON CITY CULTURE & TOURISM AUTHORITY

Executive Director – David Peterson

CCTA Board of Directors

CCTA Secretary – Mike Santos

Exhibit A

Carson City Culture & Tourism Authority Endorsed Annual Events

April	BLM Memorial Tournament Softball Adult Centennial Comstock Shootout Soccer Youth Pete Livermore Comstock Shootout Soccer Youth Pete Livermore
May	Peter Stetina Prospect Ride 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 Adult Softball Adult Centennial USA Fastpitch Carson City Off-Road AWS Baseball Midnight Madness Youth
July	AWS Baseball World Series Youth Centennial/Pete Livermore /Governors Senior Softball Invitational Adult Centennial Karson Kruzers Car Show Adult Mills Park
August	AWS Girls Softball World Series Youth Centennial Flat Trac Racing Adult Fuji Jukebox Film Festival 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 Girls Fastpitch Centennial Rockabilly Riot Car Show Adult Mills AWS Baseball Youth Centennial/Pete Livermore / Governors Silver State Art Festival Fuji Park CSNSA Clean and Sober Adult Softball Tournament Centennial
October	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 D'Ville Basketball Tournament Swim Meet Aquatic Facility/Community Center Gym "Nevada State Championships"

**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.

483903
485132

- 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.

~~483903~~
485132

- 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.

- 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

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

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.

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.

///

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.

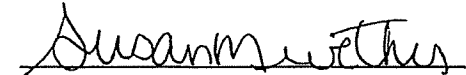
CARSON CITY, NEVADA



Mayor – Robert L. Crowell

Board of Supervisors

Attest:



Clerk

CARSON CITY VISITORS BUREAU

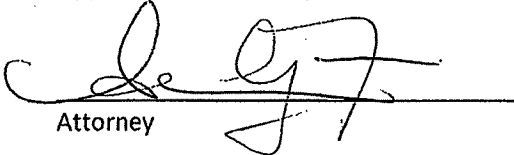
Chairman – Jonathan Boulware

Board of Directors

Attest:

Secretary


Approved as to Legality and Form:


Attorney

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.

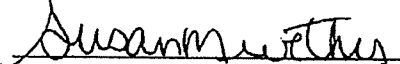
CARSON CITY, NEVADA



Mayor - Robert L. Crowell

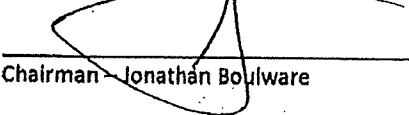
Board of Supervisors

Attest:



Clerk

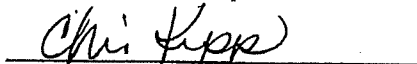
CARSON CITY VISITORS BUREAU



Chairman - Jonathan Boulware

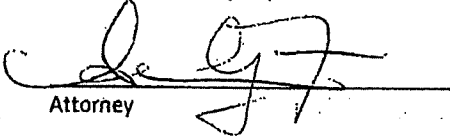
Board of Directors

Attest:



Secretary

Approved as to Legality and Form:



Attorney

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 Karon 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 3 rd Year, 2017, 2020 etc.)

~

485132



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

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.

558

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) KA

Aye/Nay
5/0

JM
(Vote Recorded By)

APN n/a
APN _____
APN _____

RECORDED AT THE
REQUEST OF
Clerk to Board
2018 MAY 15 AM 10:27
FILE NO. 485132
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES N/A DEF J

CONFORMED COPY
HAS NOT BEEN COMPARED
TO THE ORIGINAL

FOR RECORDER'S USE ONLY

Cooperative Agreement + 1st Amended Co-Op Agreement
TITLE OF DOCUMENT ca or 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:

ca 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 HERRIWETHER
CARSON CITY RECORDER
FEE \$ MC DEP. RW

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

~~485132~~
483903

**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.

- 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:

- 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 Pavillion. 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 Mary Telxeira Pavllion: 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

483903

485132

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.

~~483903~~
485132

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.

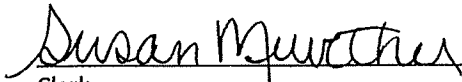
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

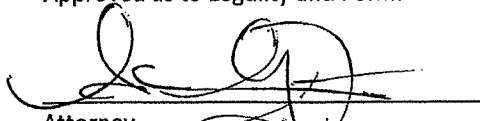

 Mayor – Robert L. Crowell

Board of Supervisors

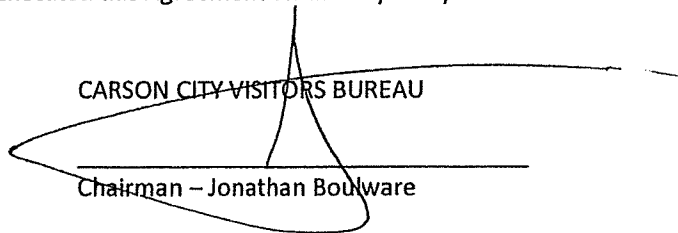
Attest:


 Clerk

Approved as to Legality and Form:

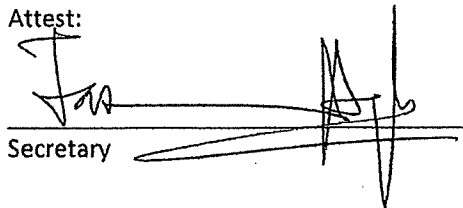

 Attorney

CARSON CITY VISITORS BUREAU


 Chairman – Jonathan Boulware

Board of Directors

Attest:


 Secretary