



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** December 17, 2020

**Staff Contact:** Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed amendment to the Interlocal Agreement for Administrative Services and Facility Use and Management between Carson City ("City"), the Carson City District Attorney's Office ("CCDA") and the Carson City Culture and Tourism Authority ("CTA") to amend and delete provisions related to the administration of the 1% Transient Lodging Tax dedicated to the implementation of the City's Arts & Culture Master Plan and the development of a Cultural Tourism Campaign (the "1% Tax"), to transfer \$118,000.00, the proceeds from the 1% tax, from the City's Arts and Culture Fund to CTA, and to close the City's Arts and Culture Fund. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The 1% Tax is currently administered by the City but was previously administered by the CTA. During a special joint meeting of the Carson City Cultural Commission ("Commission") and the CTA, the Commission and the CTA approved a recommendation to the Board of Supervisors to move the administration of the 1% Tax back under the authority of the CTA given the CTA's expertise in attracting visitors to Carson City, marketing special events and the promotion of arts and culture. The proposed amendments to the agreement will remove the provisions for the transfer of the 1% Tax to, and administration of the 1% Tax by, the City, effectively transferring the administration of the 1% Tax back to CTA.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 10 minutes

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### **Proposed Motion**

I move to approve the amendment as presented.

### **Board's Strategic Goal**

Quality of Life

### **Previous Action**

On November 19, 2020, during a special joint meeting of the Commission and the CTA, the Commission and the CTA approved a recommendation to the Board of Supervisors to move the administration of the 1% tax, dedicated to the implementation of the Carson City Arts & Culture Master Plan and the development of a cultural tourism campaign, back under the authority of the CTA.

On August 15, 2019, the Board of Supervisors approved a new Interlocal Agreement for Administrative Services and Facility Use and Management between the City, CCDA and CTA.

On March 1, 2018, the Board of Supervisors approved the 1st Amended Cooperative Agreement between the City and the CTA for administrative services and facility use and management to be funded by 2% of the total 11% transient lodging tax rate.

On February 12, 2018, the CTA unanimously approved an 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.

On May 5, 2016, the Board of Supervisors adopted an ordinance adding a 1% transient lodging tax to be used primarily for the implementation of the Carson City Arts & Culture Master Plan and the Cultural Tourism Campaign.

**Background/Issues & Analysis**

On March 1, 2018, the Board of Supervisors approved the 1st Amended Cooperative Agreement between the City and the CTA for administrative services and facility use and management. This amendment added a provision for the City to administer the position of the Arts and Culture Director (which was re-titled to Coordinator under the City's classification guidelines) to be funded from the 1% Tax. The Board of Supervisors increased the overall transient lodging tax rate from 10% to 11% on May 5, 2016. The additional 1% Tax is dedicated to the implementation of the City's Arts & Culture Master Plan and the development of a Cultural Tourism Campaign. Carson City Municipal Code § 4.08.080(4). The Arts and Culture Coordinator position is funded by the 1% Tax but has been vacant since June 2020. Since the vacancy occurred, City and CTA staff have held several meetings to discuss the administration of the tax. Given the CTA's expertise in attracting visitors to Carson City, marketing special events and the promotion of arts and culture, both City and CTA staff believe that the administration of the 1% Tax is better suited to be under the purview of the CTA.

The proposed amendment deletes the provisions related to the transfer of the 1% Tax to the City and the City's administration of the 1% Tax. Thus, the monthly transfer of funds from CTA to the City will be reduced from 2% to 1% of the total 11% transient lodging tax rate.

**Applicable Statute, Code, Policy, Rule or Regulation**

CCMC 4.08 (Room Rental Tax)

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Fund 295 – Arts and Culture

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the balance of the City's Arts and Culture Fund will be transferred back to the CTA and the City's Arts and Culture Fund will be closed.

**Alternatives**

Do not approve the amendment and provide alternate direction to staff.

**Attachments:**

[First\\_Amendment v2.doc](#)

[CTA Agreement .pdf](#)

**Board Action Taken:**

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

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(Vote Recorded By)

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**FIRST AMENDMENT  
TO THE INTERLOCAL AGREEMENT  
FOR ADMINISTRATIVE SERVICES AND FACILITY USE AND MANAGEMENT**

This First Amendment (“Amendment”) to the August 15, 2019, Interlocal Agreement for Administrative Services and Facility Use and Management (“Agreement”) 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.”

The parties to the Agreement do hereby agree to amend the Agreement as follows:

1. On page 1, the following whereas clause is deleted:  
~~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~~
  
2. On page 2, section 1(A)(ix) is deleted:  
~~ix. City will transfer 1% of the transient occupancy tax for the Arts & Culture Fund as directed by CTA.~~
  
3. On page 3, section C is deleted:  
~~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. This provision expires by limitation on May 31, 2021 pursuant to CCMC 4.08.080(4).
  - 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.~~
  
4. On page 8, section 3(B) is amended as follows:
  - B. CTA shall pay monthly to the City, an amount equal to ~~2%~~ 1% of the total 11% transient lodging tax rate collected from transient lodging properties.

5. All unaffected conditions, requirements, and restrictions of the Agreement remain in full force and effect for the duration of the Contract term.

6. This Amendment will become effective when approved by the Carson City Board of Supervisors and the CTA and signed by all parties.

**Approved by:**

**Carson City**

\_\_\_\_\_  
Brad Bonkowski  
Acting Mayor / Mayor Pro Tempore

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Aubrey Rowlatt  
Clerk-Recorder

Date: \_\_\_\_\_

**Carson City Culture & Tourism Authority**

\_\_\_\_\_  
David Peterson  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Jones  
Chair

Date: \_\_\_\_\_

**Carson City District Attorney's Office**

\_\_\_\_\_  
Carson City District Attorney or Designee

Date: \_\_\_\_\_

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

This Interlocal Agreement for Administrative Services and Facility Use and Management (“Agreement”), dated this 15<sup>th</sup> day of August, 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. This provision expires by limitation on May 31, 2021 pursuant to CCMC 4.08.080(4).
- 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](mailto: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](mailto: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](mailto: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.

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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

**CARSON CITY CULTURE & TOURISM AUTHORITY**



Executive Director – David Peterson

CCTA Board of Directors



Clerk – Aubrey Rowlatt



CCTA Secretary – Mike Santos

**CARSON CITY DISTRICT ATTORNEY'S OFFICE**



District Attorney or Designee

## 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"