

**Carson City Culture & Tourism Authority
Agenda Report**

Date Submitted: 09/11/23

Agenda Date Requested: 09/11/23

Time Requested: 10 Minutes

To: Carson City Culture & Tourism Authority ("CTA") - Board of Directors ("CTA Board")

From: David Peterson, Executive Director (dpeterson@visitcarsoncity.com)

Subject Title: 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 provide that CTA will host its website and register its domains, and authorization for the CTA Executive Director to take any action necessary to implement the amended agreement. – David Peterson (dpeterson@visitcarsoncity.com).

Staff Summary:

Carson City currently hosts the CTA website. For security reasons, Carson City is transferring the hosting of its websites to a new platform and currently blocks certain functionality from its websites. CTA, however, seeks to use blocked technology on its website and enable international traffic for tourism. To resolve many of these technological issues, the City and CTA have agreed that CTA should provide for the hosting of its website and register its domains. The proposed amendment does not affect other provisions of the agreement and does not alter the fee payment by CTA to the City.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action: I move to approve the Interlocal Agreement Amendment No. 1.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact:

Explanation of Impact:

Funding Source:

Supporting Material/Attachments: Amendment No. 1, Interlocal Agreement between City of Carson City & Carson City Culture & Tourism Authority

Prepared By: Chris Kipp, Operations & Finance Manager

INTERLOCAL CONTRACT AMENDMENT

Amendment No. 1

Contract Title: Interlocal Agreement for Administrative Services and Facility Use and Management
("Interlocal Agreement")
Original Contract Date: August 19, 2021
Term: Initial term ending on June 30, 2026
Parties to Contract: Carson City
Carson City District Attorney's Office ("CCDA")
Carson City Culture & Tourism Authority ("CTA")

The Parties agree to the following amendments to the Interlocal Agreement:

Section 1(C)(i) is amended to read as follows:

"i. Unless otherwise stated, CTA will be responsible for purchasing its own equipment, software, and outside services. Such outside services will include but are not limited to: website hosting; domain registration, including, but not limited to, annual maintenance and secure sockets layer ("SSL") certificates; and any third-party Internet service beyond the Internet service provided by the City."

Section 1(C)(ii)(c) is amended to read as follows:

"c. Ongoing network support including Internet support and bandwidth adequate for basic browsing and a single video conferencing link. The IT Department is not responsible for ongoing network support for CTA provided third-party internet service."

Section 1(C)(ii)(i) is amended to read as follows:

"i. Links from the City's website to CTA's website."

Section 1(C)(iii)(c) is deleted.

There is no change to the consideration in this Interlocal Agreement. All unaffected conditions, requirements, and restrictions of the Interlocal Agreement remain in full force and effect for the duration of the Interlocal Agreement term.

This Amendment will become effective upon approval by the Carson City Board of Supervisors and the CTA Board of Directors and execution of the Amendment by all Parties indicated below.

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INTERLOCAL CONTRACT AMENDMENT

CARSON CITY

Approved by:

Carson City

Name/Title: Nancy Paulson, City Manager

Signature: _____ Date: _____

Carson City Board of Supervisors

Name/Title: Lori Bagwell, Mayor

Signature: _____ Date: _____

ATTEST:

William Scott Hoen, Clerk-Recorder

CARSON CITY CULTURE AND TOURISM AUTHORITY

Approved by:

Carson City Culture and Tourism Authority

Name/Title: David Peterson, Executive Director

Signature: _____ Date: _____

Carson City Culture and Tourism Authority Board of Directors

Name/Title: Mike Jones, Chair

Signature: _____ Date: _____

CARSON CITY DISTRICT ATTORNEY'S OFFICE

Approved by:

Name/Title: District Attorney or designee:

Signature: _____ 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 ____ day of _____, 2021, 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 Carson City District Attorney’s Office (“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 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 Department

- 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 prepare the GASB 68 Breakouts related to PERS as necessary for fiscal year-end financial reporting.

B. Human Resources Department

- 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 Executive 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, and for verifying 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 Executive 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. Information Technology Department

- i. Unless otherwise stated, CTA will be responsible for purchasing its own equipment, software, and outside services. Such outside services will include but are not limited to: website hosting; domain registration, including, but not limited to, annual maintenance and secure sockets layer ("SSL") certificates; and any third-party Internet service beyond the Internet service provided by the City.
- ii. City's Information Technology ("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. The IT Department is not responsible for ongoing network support for CTA provided third-party internet service.
 - 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-Links from City's website to CTA's website.
 - 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.

D. Parks, Recreation and Open Space Department

- 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 Director of the Parks, Recreation, and Open Space Department ("Parks") or his/her designee and the Executive Director of the CTA or his/her designee and be consistent with the Parks Fees and Charges Policy approved by the Board of Supervisors.
- 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. Parks will be responsible for processing final reservations, collection of security deposits and insurance, approving the scope of the event, and issuing appropriate park 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 locations will be considered only upon prior approval from the Parks 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 Parks Director or the Open Space Manager and may require additional approval by the Open Space Advisory Committee and/or the Bureau of Land Management (when and where appropriate to comply with deed restrictions).
- vi. To ensure that there are minimal impacts to user groups and the general public at the City's Parks 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(D)(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 7:00am-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 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, supplies, equipment use and purchases (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 City employees (seasonal, part time, full time or contractual) will be included as a direct cost. Third party contracts for supplies, materials, services and labor required for CTA endorsed events are included as a direct cost.
 - ix. CTA will make all reasonable efforts to include the Parks Department in pre-planning meetings and coordination with event organizers. CTA will notify the Parks 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 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 Department annually to mutually agree on updates to Exhibit A and related information. On or before July 1 of each year, CTA will provide an updated Exhibit A to the Public Works Department and the Community Development Department.
 - xi. The Parks 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.

E. Public Works Department

- i. CTA will notify the Public Works Department (“Public Works”) and include the department in planning meetings for any event outlined in Exhibit A that will require Public Works 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, Public Works 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 Public Works, CTA will provide a written request at least two weeks prior to the event date. Upon event completion, Public Works will provide an invoice to CTA for actual expenditures for the event including labor, equipment, and materials.
- iii. Public Works 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.

F. Community Development Department

- 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, as updated annually. All other fees will apply.
- 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 (“Community Development”) 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 Community Development in pre-planning meetings and coordination with downtown special event organizers. CTA will notify Community Development 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. Community Development 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. Purchasing and Contracts

- i. The City’s Purchasing and Contracts Administrator (“Administrator”) will provide assistance to CTA regarding the drafting and preparation of contracts or purchasing requests as needed. The 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 1% 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(C) - 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 be effective retroactively on July 1, 2021, and shall remain in effect until June 30, 2026, unless sooner terminated by either Party as specified in Section 6 (TERMINATION). Upon approval by the Carson City Board of Supervisors, the CTA Board of Directors, and the CCDA, the term of this Agreement may be extended for a subsequent 5-year term ending on June 30, 2031.
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 will survive any termination. The Parties will meet to discuss the cost and funding to meet their respective obligations for the remaining scheduled events.

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

CARSON CITY CULTURE & TOURISM AUTHORITY

Nancy Paulson
City Manager

David Peterson
Executive Director

Board of Supervisors

CTA Board of Directors

Lori Bagwell
Mayor

Mike Jones
CTA Chair

CARSON CITY DISTRICT ATTORNEY'S OFFICE

District Attorney or Designee

ATTEST:

Aubrey Rowlett
Clerk-Recorder