Hem# 4-4A

City of Carson City Agenda Report

Agenda Date Requested: November 6, 2008 Date Submitted: October 28, 2008 Time Requested: Consent To: Mayor and Supervisors From: Parks and Recreation Department Subject Title: Action to adopt Resolution _____, a resolution entitled "A Resolution Adopting and Approving the Facility Use Agreement between Carson City and The Board of Regents of the Nevada System of Higher Education." Staff Summary: The proposed resolution gives approval to an agreement between The Board of Regents of the Nevada System of Higher Education and the City of Carson City for the use of Field No.6 at JohnD Winters Centennial Park for the purpose of conducting Western Nevada College Softball team practices and games. Western Nevada College (WNC) is embarking on their inaugural women's collegiate softball season. They have requested the use of Field No.6 at JohnD Winters Centennial Park as their practice and game venue. The College is requesting use of the field for their spring semester of 2009 starting January 12, 2009, through April of 2009 and for their fall season beginning in September of 2009. There is a possibility that a tournament could be held at the field in May of 2009. Supervision at the games will be supplied by WNC. WNC agrees to pay the City 25% of the proceeds from ticket sales during their games. In addition, the City will run and operate the concession stand during the games and will retain all proceeds derived from concession sales during the softball games. It is anticipated that this use will not conflict with any city programs or tournaments. The goal of WNC is to eventually build their own softball field on or near their campus. Type of Action Requested: (check one) () Ordinance (X) Resolution () Formal Action/Motion () Other (Specify) Does This Action Require A Business Impact Statement: (__) Yes (X) No Recommended Board Action: I move to adopt Resolution ______, a resolution entitled "A Resolution Adopting and Approving the Facility Use Agreement between Carson City and The Board of Regents of the Nevada System of Higher Education." Explanation for Recommended Board Action: This resolution and facility use agreement will allow Western Nevada College to use Carson City's Field No. 6 at the JohnD Winters Centennial Park for their women's collegiate softball team. The College would use the field for both practices and games starting in the spring season February through April of 2009 and again starting in September of 2009 for their fall season. Applicable Statute, Code, Policy, Rule or Regulation: NRS 41.0305 - NRS 41.039, NRS 277.180 Fiscal Impact: N/A Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Deny the reques	st, or approve with revisions.		
Agreement 2) Exhibit B,	Resolution No, "A Resolution No	of Regents of Inc	d Approving the Facility Use e Nevada System of Higher Education." cation on Behalf of the Western Nevada
Prepared By:	Roger Moellendorf, Parks & Recrea	non Director	Date: 10128108
Reviewed By:	Larry Werner, City Manager		Date: <u>/ d 128 10</u> &
	District Attorney's Office Mull Hround Finance Department	Pents.	Date: 10/28/08 Date: 10/28/08
Board Action	Taken:		
Motion:		1:	

(Vote Recorded By)

A RESOLUTION ADOPTING AND APPROVING THE FACILITY USE AGREEMENT BETWEEN CARSON CITY AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION

WHEREAS, any two public agencies may enter into a contract for the performance of any governmental function pursuant to NRS 277.180; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by formal action of the governing body of each public agency included; and

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

WHEREAS, all parties to the contract to the facility use agreement are public agencies.

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the facility use agreement entered into between Carson City and the Board of Regents of the Nevada System of Higher Education are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the facility use agreement entered into between Carson City and the Board of Regents of the Nevada System of Higher Education shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Board of Regents of the Nevada System of Higher Education.

Upon motion by Supervisor		, seconded by
Supervisor		, the foregoing Resolution was
passed and adopted this following vote:	day of	, 2008 by the
AYES:		NAYES:
ABSENT:		ABSTAIN:
		Marv Teixeira, Mayor
		Carson City, Nevada
ATTEST:		
Alan Glover, Clerk/Recorder		

Carson City, Nevada

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

FACILITY USE AGREEMENT

THIS AGREEMENT is made between the Board of Regents of the Nevada System of Higher Education on behalf of **Western Nevada College**, hereinafter referred to as "WNC", and **Carson City**, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as "Carson City."

WHEREAS, Nevada Revised Statutes (NRS) 277.180(1) allows any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

WHEREAS, NRS 277.180(3)(b) provides that the authorized purposes of an agreements made pursuant to NRS 277.180(1) includes the joint use of parks and recreational facilities for the promotion and protection of the comfort of the inhabitants of counties and cities.

WHEREAS, Carson City is in possession of certain facilities located in Carson City, State of Nevada, more particularly described as follows: Field No. 6, JohnD Winters Centennial Park, 3666 Centennial Park Drive, Carson City, Nevada.

WHEREAS, WNC desires to utilize the aforementioned facilities for purposes of conducting the following activities: WNC Wildcats Softball team practices and Softball team games.

NOW, THEREFORE, in consideration of Carson City's desire to assist WNC in its instructional program for the benefit and comfort of the students, the mutual covenants and promises by and between the parties hereto as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, it is agreed as follows:

1. Carson City grants to WNC the exclusive right to use the above-described facilities for purposes of conducting WNC Wildcats Softball team practices and games as set forth below.

Softball team practices at Field No. 6, JohnD Winters Centennial Park, will begin on January 12, 2009, and will run from 2:30 p.m. to 4:30 p.m. Monday through Friday during the Spring semester.

Softball team games will be conducted on Field No. 6, JohnD Winters Centennial Park on the following days indicated on the Spring 2009 Softball game schedule:

Friday, February 13, 2009 Saturday, February 14, 2009 Friday, February 27, 2009 Saturday, February 28, 2009 Friday, March 20, 2009 Saturday, March 21, 2009 Friday, April 10, 2009 Saturday, April 11, 2009 Friday, April 24, 2009 Saturday, April 25, 2009

Additional practice games and conference games could be conducted in May 2009.

- 2. Supervision of all students of WNC on Carson City premises shall be the responsibility of WNC instructor who shall be employed by WNC.
- 3. All reasonable efforts will be made by WNC to insure that WNC's students and team personnel comply with all ethical standards of Carson City with respect to Carson City's clients.
- 4. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, WNC shall indemnify, defend, and hold harmless Carson City from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by WNC or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.
- 5. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Carson City shall indemnify, defend, and hold harmless WNC from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Carson City or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.
- 6. The number of students assigned by WNC to utilize Carson City's facilities shall by determined by WNC.
- 7. The period for the above-referenced practices and games to be conducted in Carson City's facilities shall be agreed upon by WNC and Carson City.
- 8. WNC agrees to carry workmen's compensation insurance providing coverage for faculty of WNC utilizing Carson City's facilities.
- 9. WNC agrees to pay Carson City 25% of the proceeds from ticket sales for Softball games played on Field No. 6, JohnD Winters Centennial Park, on the dates listed in paragraph 1 as consideration for WNC's use of the field.
- 10. WNC and Carson City agree Carson City is responsible for concession sales during WNC Softball games and that any and all proceeds from concession sales during WNC Softball games will be the property of Carson City.
- 11. This contract shall be effective from September 1, 2008, to June 30, 2009, unless sooner terminated by mutual agreement of the parties hereto.
- 12. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To WNC:

Western Nevada College C/O Dr. Carol Lucey, President 2201 West College Parkway Carson City, Nevada 89703

To Carson City:

Carson City – Recreation Division C/O Roger Moellendorf 841 North Roop Street Carson City, Nevada 89701

Or to such other addresses as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

CARSON CITY:		
Carson City, Department of Parks and Recreation		
By:		
Roger Moellendorf		
Date		