

P.O. Box 837 Reno, NV 89504 USA t: 775.827.7600 VisitRenoTahoe.com

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY NOTICE OF PUBLIC MEETING REGULAR MEETING OF THE BOARD OF DIRECTORS

Thursday, February 27, 2020, at 9:00 A.M. Reno-Sparks Convention and Visitors Authority 4001 S. Virginia Street, Board Room Reno, Nevada

BOARD OF DIRECTORS: Commissioner Bob Lucey, Chairman

Mr. Nat Carasali Mr. Andy Chapman Ms. Shannon Keel Mr. Don Kornstein Councilman Ed Lawson Mayor Hillary Schieve Ms. Ann Silver

Mr. Mark Sterbens

THIS MEETING IS IN COMPLIANCE WITH THE NEVADA OPEN MEETING LAW AND HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Reno-Sparks Convention & Visitors Authority (RSCVA)

Reno City Hall Sparks City Hall

RSCVA Website: www.rscva.com/public-meetings

Reno-Sparks Convention Center Washoe County Administration Bldg. Washoe County Courthouse

Online at http://notice.nv.gov/

Items on the agenda are for possible action by the Board of Directors unless stated otherwise. Items will not necessarily be considered in the order listed. The Board may combine two or more agenda items for consideration, may remove an item from the agenda or may delay discussion relating to an item on the agenda at any time. Support materials are made available when they are provided to the Board, or if provided during the meeting, support materials will be made available at the meeting at the same time as they are made available to the Board. Support materials are also available at the RSCVA Administrative Offices and at the scheduled meeting. The designated contact to obtain support materials is Corie Carlsen, 4001 South Virginia Street, Suite G, Reno, NV (775) 827-7618.

AGENDA

A. OPENING CEREMONIES

Call to Order Pledge of Allegiance Roll Call

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period, or on "action" items immediately before board discussion of such "action" items. Members of the public desiring to speak must complete a "Request to Speak" form and return it to the RSCVA board clerk at the meeting. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Public comments may not be accepted after the Chairman closes any period for public comment.

C. <u>APPROVAL OF THE AGENDA OF FEBRUARY 27, 2020 BOARD OF DIRECTORS'</u> <u>REGULAR MEETING</u>

For possible action.

D. <u>APPROVAL OF MINUTES OF THE JANUARY 23, 2020 BOARD OF DIRECTORS'</u> <u>REGULAR MEETING</u>

For possible action.

E. BOARD MATTERS

E1. Employment Matters Regarding Phillip DeLone

Philip DeLone, President and CEO of the RSCVA, has tendered his resignation. Pursuant to Mr. DeLone's Employment Agreement, Mr. DeLone is required to provide six (6) months notice upon resignation. The RSCVA Board of Directors will discuss and may take action to do any of or a combination of any of the following: (i) accept or reject Mr. DeLone's resignation; (ii) reduce the notice period as set forth in Mr. DeLone's Employment Agreement; (iii) determine the duties required to be performed, if any, during the notice period; (iv) terminate Mr. DeLone's employment (either with or without cause); and/or (v) agree to the terms of a settlement or severance agreement to be offered to Mr. DeLone.

For possible action.

E2. Authorization to Act on Behalf of RSCVA

Until such time as the RSCVA Board of Directors hires an interim or permanent President/CEO, the Board of Directors is asked to authorize Bob Lucey, in his capacity as the Chairman of the Board of Directors, and Ed Lawson, in capacity as Vice-Chair of the Board of Directors, to jointly act in the capacity of the President/CEO as necessary to provide direction to executive staff, provide any necessary approvals and execute such documents as are within the authority of the President/CEO.

For possible action.

E3. Procedure for Hiring President/CEO

The Board of Directors will discuss, and may take action to provide direction to staff and/or legal counsel regarding the process to be utilized for locating and hiring an interim and/or permanent President/CEO.

For possible action.

F. PRESENTATIONS

F1. RSCVA Staff Update

RSCVA staff will deliver updates on Executive Office, Marketing, Sales, and Finance, including the Corporate Scorecard.

This is an information item. Not an action item.

G. FINANCE DIVISION

G1. Review, discussion and possible approval to award a bid award and contract for Request for Proposal 2020-08 Independent Audit Services

The Board of Directors is being asked to review, discuss and approve the bid award and contract for Request for Proposal #2020-08 Independent Audit Services, for Eide Bailey to serve as the independent auditor of the Reno-Sparks Convention and Visitors Authority for an initial contract period of 3 years with the provision of two (2) subsequent one-year renewals at a cost not to exceed \$61,000 for the first year.

For possible action.

H. MARKETING DIVISION

H1. Review, discussion and possible approval to award a bid award of RFQ #2020-06 for Media Buying Services

The Board of Directors is being asked to review, discuss and approve the bid award and contract for Request for Qualifications #2020-06 Media Buying Agency to Birdsall, Voss & Associates, Inc. (BVK), to develop, implement, manage, and measure a strategic media plan for the Reno-Sparks Convention and Visitors Authority for a total amount not to exceed \$313,600.

For possible action.

I. BOARD MEMBER COMMENTS REGARDING ITEMS FOR FUTURE MEETINGS

This is an information item. Not an action item.

J. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period, or on "action" items immediately before board discussion of such "action" items. Members of the public desiring to speak must complete a "Request to Speak" form and return it to the RSCVA board clerk at the meeting. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Public comments may not be accepted after the Chairman closes any period for public comment.

K. ADJOURNMENT

For possible action.

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board of Directors' minutes must be flat, unfolded, on paper of standard quality, and 8 ½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The RSCVA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board of Directors may permit the filing of noncomplying written remarks, documents, and related exhibits under NRS 241.035(1)(e). Board of Directors' meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact Corie Carlsen at 775-827-7618.

For information or questions regarding this agenda, please contact: The RSCVA Executive Office P.O. Box 837, Reno, NV 89504 775-827-7618



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Reno-Sparks Convention & Visitors Authority Board of Directors Meeting Minutes January 23, 2020

The Regular Meeting of the Board of Directors of the Reno-Sparks Convention & Visitors Authority met at 9:00 a.m., January 23, 2020, at the Reno-Sparks Convention and Visitors Authority, 4001 S. Virginia Street, Reno, NV. The meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

A. OPENING CEREMONIES

Call to Order

Chairman Bob Lucey called the meeting to order at 9:00 a.m.

Pledge of Allegiance led by Andy Chapman, President & CEO, Incline Village Crystal Bay Visitors Bureau.

Board Members Present:

Nat Carasali Shannon Keel Don Kornstein Councilman Ed Lawson Commissioner Bob Lucey Mayor Hillary Schieve Ann Silver Mark Sterbens Bill Wood

Board Members Absent:

RSCVA Executive Staff Present:

Phil DeLone, President/Chief Executive Officer Jennifer Cunningham, Executive Vice President Michael Larragueta, Vice President of Sales Robert Chisel, Director of Finance Art Jimenez, Executive Director of Tourism Sales Esther Isaac, Director of Marketing Sheri Nill, Director of Human Resources Ben Kennedy, Legal Counsel Molly Rezac, Legal Counsel

RSCVA Executive Staff Absent:

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

C. APPROVAL OF THE AGENDA

MOTION: Member Mark Sterbens made a motion to approve the December 5, 2019, Agenda. Seconded by member Hillary Schieve. **Motion carried unanimously.**

D. APPROVAL OF MINUTES OF DECEMBER 5, 2019 REGULAR BOARD MEETING

<u>MOTION</u>: Member Hillary Schieve made a motion to approve the minutes of December 5, 2019, Regular Meeting. Seconded by member Bill Wood. **Motion carried unanimously.**

E. PRESENTATIONS

E1. RSCVA Staff Update

Phil DeLone, President/CEO, began by thanking board member Bill Wood, General Manager of the Crystal Bay Club, who has been on the RSCVA Board since January of 2016. He thanked Mr. Wood for his tireless service on the board of directors. Mr. DeLone stated that after many decades of success and fame, Harrah's Reno would cease operating as a casino resort in downtown. He added that the RSCVA Room Tax staff had made a preliminary analysis of room tax and fee collections at Harrah's Reno and believe that there is enough available inventory downtown to absorb the room nights represented annually by Harrah's Reno into other casino resorts in the neighborhood. He said that the RSCVA does not anticipate an impact to the RSCVA budget. Mr. DeLone shared that United States Senator from Nevada, Catherine Cortez-Masto, was successful in renewing funding for Brand USA, the destination marketing organization for the United States, established by the Travel Promotion Act in 2009. He added that the funding is secured through 2027. Mr. DeLone stated that Safari Club International (SCI) arrives on Wednesday, February 5, 2020. Last year the group utilized 17,000 room nights in the destination with visitors coming from 103 different countries, and early reports from SCI indicate attendee registration similar to previous years. He added that the Wild Sheep Foundation had a very successful convention here last week at the convention center and while here started the process to confirm additional annual conventions.

Ms. Cunningham started by saying that the RSCVA had an outstanding event at the National Bowling Stadium and thanked those who attend. She acknowledged ASM and SAVOR for doing an exceptional job with both the VIP Reception and the Public Bowling. She also mentioned that RSCVA staff, along with other city officials, met with the USBC Executive Director and the Deputy Executive Director to discuss future tournaments. Ms. Cunningham drew the board's attention to the scorecard, found in the board packet, addressing the LA DMA website session. She said that the LA DMA sessions are up significantly over prior November; this is due to the media spend in November 2019 versus 2018. This past November, the RSCVA ran a full media campaign in LA, and in 2018, only digital media was bought. Ms. Cunningham introduced Christina Erny, Sr. Digital Marketing & Engagement Manager to give the board an update on the RSCVA Digital Marketing and Influencer programs.

Christina Erny, Sr. Digital Marketing & Engagement Manager, gave the Board of Directors an update on the RSCVA Digital Marketing and Influencer programs. She presented highlights from twelve Influencers, including their total followers, average engagement rates, and engagement scores.

Chairman Lucey commented on the tremendous transition the RSCVA has made from where the organization was five years ago to today. He added that he and the mayor are continually getting positive feedback from people that see our marketing campaign. He congratulated Ms. Erny and the entire marketing team on their efforts.

Michael Larragueta, Vice President of Sales, provided the board with a detailed recap of the sales numbers for November and December. He stated that November's gross produced room nights equaled 13,593 to a goal of 19,127, and December's gross produced room nights equaled 22,898 on a goal of 17,937. He added that second-quarter gross produced room nights totaled 57,270 versus a goal of 56,749 or 101% to goal. Year-to-date through the first six months of the fiscal year gross produced room nights totaled 133,114 on a goal of 118,573 or 112% to goal. Mr. Larragueta stated the team generated 92,448 room nights of "new business" on a goal of 53,798 or 172% to goal, through the first six months of the fiscal year. For groups that are 1,500 total room nights and above approximately 8,000 are contracted for 2020, 4,500 in 2021, 5,500 in 2022, 15,750 in 2023 and 3,300 in 2025. Mr. Larragueta stated that year-to-date the team had conducted 39 group site inspections versus 34 same time last year and of the 39, we have turned 26 groups definite or a 66% conversion rate. Mr. Larraqueta added that the Convention Sales team participated in several activities this past two months A few highlights of their activities are: IAEE Expo (International Association of Exhibitions and Events) Las Vegas, MPI signature luncheon/with local clients downtown Chicago and Service Club Leaders Conference in Dallas. Mr. Larraqueta concluded his remarks by touching on the definite meeting report.

Art Jimenez, Executive Director of Tourism Sales, stated that November's tourism channel monthly reported room nights were 51,962 versus 53,222 or a decrease of 1,260 room nights -2.37% from last November. In addition to the month-over-month room night report, the tourism department would also report how the RSCVA performed against the overall Washoe County hotel room night market, with a goal of 1% better than the market. He stated that the tourism channel reported were 67,778 room night versus 71,347 or a decrease of 3,569, and year-to-date numbers came in at 220,282, versus a goal of 225,987, or a reduction of 5,655. Mr. Jimenez went on to say that he is proud to report that the team beat the overall Washoe County hotel goal of 1% (representing 216,800 room nights) at 1.6% (representing 220,282 room nights). Mr. Jiminez added that individual corporate travelers booking through travel agencies have seen the segment grow nearly 10,000 room nights year-over-year.

E2. RSCVA Board Appointment of Incline Village Crystal Bay Visitors Bureau (IVCBVB) Board of Director's seat pursuant to NRS 244A.601(1)(d)(3)

Ben Kennedy, Legal Counsel, stated that the elected public official members of the Board of Directors voted to replace the board seat vacated by Bill Wood effective at the end of January 2020. The Incline Village Crystal Bay Visitors Bureau (IVCBVB) nominated Andy Chapman and Michael Murphy for consideration.

<u>MOTION</u>: Chairman Bob Lucey made a motion to nominate Andy Chapman to the seat vacated by Mr. Bill Wood effective at the end of January 2020. Seconded by Mayor Hillary Schieve. <u>Motion carried unanimously.</u>

E3. <u>Appointment of Member to Sparks Tourism Facility and Revitalization Steering</u> Committee on the Nevada Resort Association

Ben Kennedy, Legal Counsel, stated that the RSCVA currently appoints two seats to the Sparks Tourism Facility and Revitalization Steering Committee. One of those seats is occupied by Jennifer Cunningham ad the other seat is vacant. To qualify for the vacant seat the member must be an RSCVA Board member representing a property that is a member of the Nevada Resort Association and located outside the City of Sparks. Our eligible board members are Shannon Keel, Nat Carasali and Don Kornstein. This matter is open for discussion and voted on by the entire board.

MOTION: Member Don Kornstein made a motion to nominate Shannon Keel. Seconded by Member Nat Carasali. **Motion carried unanimously.**

E4. Reno-Tahoe Airport Authority Update

Marily Mora, A.A.E., President/CEO, Reno Tahoe Airport Authority (RTAA), presented an update that included Reno's destination map and annual passenger report. She stated that the airport served almost 4.5 million passengers in 2019, up 5.7% from 2018. She added that this is the fifth consecutive year of passenger growth and the highest annual passenger count since 2007. Ms. Mora introduced Hasaan Azam and Trish Tucker, Air Service Development, RTAA to discuss passenger performance by airline, load factors, and other airline opportunities.

Shannon Keel asked about airlift funding and the amount of needed annually to make a difference in funding a flight.

Robert Chisel, Chief Financial Officer, answered by saying that the RSCVA provides RASC with \$250,000 annually and the RSCVA reserves \$1.5M for airlift.

Jennifer Cunningham, Executive Vice President, stated that many airlines are looking for guaranteed marketing dollars to bring airlift to the region. She added that the range has been anywhere from \$50,000 to \$1.5M.

F. FINANCE DIVISION

F1. <u>Authorization to pursue a lease of the East Kitchen of the Reno-Sparks Convention Center</u>
Robert Chisel, Chief Financial Officer, presented a proposal to pursue a lease of the unused East
Kitchen (5,265 square feet) at the Reno-Sparks Convention Center for use by a third-party as a
commercial kitchen.

MOTION: Member Don Kornstein made a motion not to pursue a lease at this time. Seconded by Mayor Hillary Schieve. **Motion carried unanimously.**

F2. Review, discussion and possible approval to award a bid for RFP 2020-03 (PWP WA 2020-112) to Nelson Electric Co Inc for the Reno-Sparks Convention Center Electrical Service

Upgrade in an amount not to exceed One Hundred Eighty-Six Thousand Eight Hundred

Ninety Dollars (\$186,890)

Chairman Bob Lucey read the recommendation for the removal of two 2500 amp "Pringle Switches" and install new retrofit breakers at the Reno-Sparks Convention Center (RSCC). Staff recommends the Board of Directors approve the bid for the RSCC Electrical Service Upgrade to Nelson Electric Co Inc, for an amount of \$169,900 with 10% contingency of \$16,990 for a total not to exceed \$186,890.

<u>MOTION</u>: Member Mark Sterbens made a motion to approve BID from Nelson Electric Co Inc, to remove of two 2500 amp "Pringle Switches" and install new retrofit breakers at the Reno-Sparks Convention Center (RSCC). Seconded by Member Ann Silver. <u>Motion carried unanimously.</u>

F3. Discussion and possible approval to issue a contract with Custom Sign and Crane, LLC to retrofit the existing message marque sign at the Reno-Sparks Convention Center for an amount not to exceed Ninety-Four Thousand Six Hundred Forty-Seven Dollars (\$94,647)

Chairman Bob Lucey read the recommendation to purchase the retrofit sign from Custom Sign and Crane, LLC, for an amount of \$90,140 with 5% contingency of \$4,507 for a total not to exceed \$94,647.

MOTION: Member Mark Sterbens made a motion to approve purchasing the retrofit sign from Custom Sign and Crane, LLC. Seconded by Member Ann Silver. **Motion carried unanimously.**

G. MARKETING DIVISION

G1. Special Event Funding

Tasha Courtney, Events & Digital Marketing Manager, presented the RSCVA's proposed funding allocation recommendations for 2020 special events funding and approve the distribution of funds in the total amount of \$507,500.

Chairman Bob Lucey recommended that the RSCVA Marketing Committee meet to reevaluate Special Events Funding and bring the finding to the entire board.

MOTION: Mayor Hillary Schieve made a motion to approve the distribution of special event funding in the total amount of \$507,500. Seconded by Member Bill Wood. **Motion carried unanimously.**

H. HUMAN RESOURCES DIVISION

H1. Revised Human Resources Policies

Sheri Nill, Director of Human Resources, presented the revisions to the RSCVA Drug-Free Workplace and Paid Time Off policies to be consistent with the new Nevada laws. Ms. Nill added that staff also recommends minor revisions to the Hiring and Selection policy, Background Check policy, Hours of Work policy, Reporting Work-Related Injuries policy, and Overtime policy to be consistent with internal processes.

<u>MOTION</u>: Mayor Hillary Schieve made a motion to approve the policy changes. Seconded by Member Shannon Keel. <u>Motion carried unanimously.</u>

I. BOARD MEMBER COMMENTS REGARDING ITEMS FOR FUTURE MEETINGS

Chairman Bob Lucey asked RSCVA staff to schedule a Marketing Committee meeting to reevaluate Special Events Funding and bring the finding to the entire board.

J. <u>COMMENTS FROM THE FLOOR BY THE PUBLIC</u>

No public comments were presented.

K. <u>ADJOURNMENT</u>

Meeting adjourned at 11:11 a.m.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") dated for identification purposes as of the 8th day of December, 2016, is entered by and between the Reno-Sparks Convention and Visitors Authority, a political subdivision of Washoe County created pursuant to NRS Chapter 244A (hereinafter called "RSCVA"), and Philip L. DeLone (hereinafter called "Employee").

WITNESSETH:

WHEREAS, RSCVA is a county fair and recreation board created pursuant to NRS Chapter 244A; and

WHEREAS, RSCVA desires to employ Employee as the President and CEO on the terms and conditions set forth herein and Employee desires to be employed by RSCVA on the terms and conditions set forth herein;

NOW, THEREFORE, Employee and RSCVA, each in consideration of the covenants and mutual agreements herein contained, hereby covenant and agree with each other as follows:

1. SERVICES AND EVALUATION

hereby accepts employment by the RSCVA, as RSCVA's President and Chief Executive Officer with full authority for the management of RSCVA's affairs, including and without limitation those duties, services and requirements set forth in **Exhibit** A attached hereto and incorporated herein by reference, and subject to the limitations specified by statute, ordinance, regulation, resolution action of RSCVA's Board of Directors or other governing documents of RSCVA. Employee agrees that during the term of this Agreement, Employee will devote his best efforts to RSCVA, and shall faithfully and to the best of Employee's skill and ability perform such executive, managerial or administrative duties as RSCVA may specify from time to time, and shall at times diligently and loyally serve and endeavor to further the interests of RSCVA. Employee acknowledges and understands RSCVA's Board of Directors shall be responsible for, without limitation, establishing policy for the direction and operation of the RSCVA.

1.2 Goals and Evaluation.

1.2.1 Six Month Goals. Within sixty (60) days from Employee's Commencement Date (as defined in Section 3.1 below), Employee shall present proposed goals to be achieved within the first six (6) months of employment to the Board for approval. Once approved, and upon completion of six (6) months of employment, Employee's performance shall be evaluated by the RSCVA's Board of Directors. Any Bonus given after six months will be done at the full discretion of the Board.



1.2.2 Fiscal Year Goals. On or before the May 2017 Board Meeting, Employee shall present proposed goals to be achieved in Fiscal Year 2017-2018 to the Board for approval. Once all relevant data is compiled for Fiscal Year 2017-2018, Employee shall be evaluated by the RSCVA's Board of Directors as set forth in Exhibit B.

2. SALARY AND BENEFITS

- 2.1 Salary. RSCVA shall pay Employee during the term of this Agreement an annual salary of \$250,000 (the "Salary") in equal installments, less all applicable tax withholdings, on the regularly scheduled paydays of RSCVA.
- 2.1.1 Salary Increases. Employee shall be eligible for increases in the Salary in the sole discretion of RSCVA's Board of Directors. However, in the event that the Board authorizes a cost-of-living increase for Employees of the RSCVA, Employee shall be entitled to receive that cost-of-living increase as well.
- 2.2 Bonus. Beginning with evaluation conducted for Fiscal Year 2017-2018, Employee may be entitled to a Bonus of up to 40% of the Salary at the sole discretion of the Board as set forth in Exhibit B.
- 2.3 Benefits. During the term of Employee's employment hereunder, Employee shall be eligible for following benefits. The parties acknowledge and agree that the benefits listed in this Section 2.3 are not guaranteed and may be modified or discontinued from time to time by RSCVA in its sole discretion with or without notice.
- 2.3.1 Insurance Coverage. Employee shall be eligible for those Employee benefits described in the approved RSCVA Employee benefits schedule, including, without limitation, eligibility to participate in and be covered by any policies of major medical insurance, dental insurance, vision insurance, short term disability insurance and life insurance (collectively "Fringe Benefits"), if any, maintained by RSCVA for the benefit of its Employees, if Employee shall be eligible under the terms of such Fringe Benefits plans. Nothing contained herein, however, shall be construed to require RSCVA to establish an Fringe Benefit plan not in existence on the date hereof or to require RSCVA to provide any benefit plan otherwise not available to its officers, directors or shareholders to Employee.
- 2.3.2 COBRA Continuation Coverage. Employer shall reimburse Employee's COBRA continuation coverage costs upon receipt of proper document of such costs incurred during the waiting period required under Employer's health insurance policies.
- 2.3.3 Public Employees Retirement System. Employee shall be entitled to participate in the State of Nevada Public Employees Retirement System ("PERS") at the percentage of the Salary (which specifically excludes any bonus compensation or other allowances hereunder) as determined by PERS.
- 2.3.4 Vacation Benefits and Sick Leave. Employee shall be entitled to receive vacation benefits and/or sick leave pursuant to the schedule attached hereto as Exhibit C.



RSCVA may, from time to time, grant Employee additional unpaid vacation time at the sole discretion of the RSCVA's Board of Directors. Vacation and other leave need not be taken in consecutive days, but shall be taken on reasonable prior notice to RSCVA and at a time and manner not to interfere with the proper operation of the RSCVA's operations. Unused vacation and sick leave time may be carried over from year to year in accordance with RSCVA's policies and practices.

- 2.3.5 Auto Expense. RSCVA shall pay Employee a monthly automobile allowance of \$750 per month.
- 2.3.6 Business Expense. RSCVA shall pay or reimburse Employee for all reasonable business and travel expenses incurred by Employee in performing the duties hereunder, subject to maintenance of appropriate documentation by Employee and review and approval by the Chairman or Vice-Chairman of RSCVA's Board of Directors. Business expenses shall be paid or reimbursed in accordance with RSCVA's customary practices.
- 2.3.7 Moving Expenses. RSCVA shall reimburse Employee for moving expenses up to \$16,000 pursuant to the RSCVA Moving Policy, attached hereto as Exhibit D. Employee may include expenses for a lease buy-out as part of these moving expenses provided he provides the RSCVA with proof of payment of same. Total moving expenses, including any lease buy-out payments, will not exceed \$16,000.
- 2.4 Withholdings. All compensation and benefits to Employee hereunder shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

3. TERM AND TERMINATION

3.1 Employment Term. This Agreement shall commence on January 3, 2017 and shall remain in effect until December 31, 2020 or until terminated by either party.

3.2 Termination

3.2.1 Termination Without Cause.

3.2.1.1 By RSCVA. RSCVA may terminate this Agreement without cause, at any time, upon ten (10) days written notice to Employee and paying Employee an amount equal to Employee's pro-rated Salary for a six (6) month period ("Severance Period"). Employee shall also be entitled to the Fringe Benefits outlined in Section 2.3 above during the Severance Period. Payments pursuant to this section 3.2.1.1 shall be paid at the discretion of the RSCVA, either in a lump sum or in equal or near equal amounts on regular pay dates until the equivalent of six (6) months Salary is paid. RSCVA shall determine, in its sole discretion, whether Employee shall be required to continue to perform the Services for RSCVA during that six (6) month period. RSCVA and Employee shall mutually agree upon any communications to



be made to the public or internally with RSCVA's staff regarding any termination pursuant to this Section 3.2.1.1.

3.2.1.2 By Employee. Employee may terminate this Agreement without cause, at any time, upon six (6) months written notice. RSCVA's Board of Directors may, in its sole discretion, determine that Employee's notice period will be shorter than six (6) months, and Employee shall only be paid for the actual notice period determined RSCVA and Employee shall mutually agree upon any communications to be made to the public or internally with RSCVA's staff regarding any termination pursuant to this Section 3.2.1.2.

3.2.2 Termination for Cause.

3.2.2.1 Generally. In addition to any basis set forth hereinabove, RSCVA may immediately terminate this Agreement upon the occurrence of any of the following events:

3.2.2.1.1 By majority vote of the Board of Directors for any act of dishonesty, fraud, or gross negligence in the performance of services herein, after giving Employee written notice of such act(s) and according Employee an opportunity to respond in writing or in person to RSCVA's Board of Directors.

3.2.2.1.2 Employee commits any unethical conduct in violation of Section 4.3; or

3.2.2.1.3 Expiration of the Employment Term set forth in Section 3 or any renewal thereof; or

3.2.2.1.4 RSCVA finds that Employee has committed any violation of any policy or procedure of RSCVA or Employee commits any breach of statutory or common law duty;

3.2.2.1.5 Failure of Employee, after receiving thirty (30) days advance written notice from RSCVA, to cure any breach of the Agreement by Employee.

In the event Employee is terminated pursuant to this <u>Section 3.2.2.</u> Employee shall receive no further compensation beyond the termination date other than benefits accrued or required by law.

3.2.3 Termination upon Death. This Agreement shall automatically terminate upon the death of Employee, and RSCVA shall not be obligated to pay the estate, family, heirs or any other person claiming under Employee any compensation or disability income for his services to RSCVA which would have been due to Employee after his death, other than the compensation or disability income which had accrued up to the date of death, if any.

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3.2.4 Termination upon Disability

3.2.4.1 Definition. "Disability" shall have the same meaning as the definition of "Disability" pursuant to any policy of disability insurance carried by RSCVA for the benefit of Employee in force at the time of such Disability, or, if no such disability policy of insurance is then in force, "Disability" shall mean the inability of Employee to provide ninety percent (90%) of the average level of time and charges for services previously provided during a continuous three (3) month period ("Determination Period") by reason of illness, accident or other mental or physical infirmity reasonably expected to be of indefinite duration, at the end of which Determination Period Employee shall be deemed to be disabled. RSCVA and Employee shall agree on the date when the period of Disability begins. If RSCVA and Employee cannot agree, then RSCVA and Employee shall each designate a physician of choice and the two designated physicians shall designate a third physician. The three physicians shall then determine whether Disability exists within the meaning of this Agreement and when that Disability commenced. The determination of any two of three physicians shall bind RSCVA and Employee. All costs and expenses connected with the determination of Disability under this Agreement shall be borne equally by RSCVA and Employee.

3.2.4.2 Termination on Disability. In the event of Employee's disability, RSCVA shall continue to pay Employee its Salary computed at the rate in effect prior to the commencement of the Determination Period (as defined herein) during the Determination Period. If RSCVA finds Employee to be Disabled within the meaning of this Agreement, then subject to the provisions of Section 3.2.4.1, Employee's employment and the right to compensation may, at the direction of Board of Directors of RSCVA, terminate upon the expiration of the Determination Period; however, any commercially funded disability insurance benefit shall continue to the extent provided under such insurance contract notwithstanding such termination. If RSCVA finds Employee not to be Disabled within the meaning of this Agreement, then the employment of Employee shall continue without regard to the Disability.

4. DUTIES AND OBLIGATIONS OF EMPLOYEE

- 4.1 Extent of Services. Employee agrees that the duties and services to be performed by Employee shall be performed exclusively for RSCVA and that Employee serves at the direction and pleasure of the Board of Directors. Employee further agrees to perform such duties in an efficient, trustworthy and businesslike manner. Employee agrees not to render to others any service of any kind whether or not for compensation, or to engage in any other business activity whether or not for compensation, that is similar to or conflicts with the performance of Employee's duties under this Agreement, with the approval of the Chairman of RSCVA's Board of Directors.
- 4.2 Policies and Procedures. In addition to the terms herein, Employee agrees to be bound by RSCVA's policies and procedures as they may be amended by RSCVA from time to time. In the event the terms in this Agreement conflict with RSCVA's policies and procedures, the terms herein shall take precedence. Employee acknowledges having read RSCVA's policies, procedures and manuals and agrees to abide by the same, including but not limited to RSCVA's policy of prohibiting personal use of RSCVA's credit cards. Employee hereby acknowledges



that a finding by RSCVA of a breach of RSCVA's policies and procedures is cause for termination of this Agreement pursuant to Section 3.2.2.

- 4.3 Ethical Conduct. Employee shall maintain the highest ethical standard. The parties agree that Employee shall perform the Services for RSCVA and shall conduct himself at all times in strict accordance with the ethical and professional standards of the Nevada State Ethics Commission and the provisions of the Nevada Ethics in Government Law. Should any of the aforementioned be violated RSCVA may terminate this Agreement by written notice of cancellation, which shall be effective immediately upon delivery to Employee.
- 4.4 Compliance with Laws. The parties agree that Employee shall perform the Services for RSCVA and shall conduct himself at all times in strict accordance with all applicable laws of the United States and the State of Nevada, all ordinances of the County of Washoe, City of Reno, City of Sparks, and all rules, regulations, policies and criteria established by the RSCVA from time to time, relevant to Employee's performance of the Services.

5. INDEMNIFICATION

RSCVA shall indemnify, hold harmless and defend Employee against claims arising from acts or decisions made by Employee in good faith while performing the services for RSCVA to the fullest extent permitted by law, but not with respect to claims by RSCVA against Employee or with respect to claims successfully resolved against Employee for acts of fraud, intentional misconduct, gross negligence, criminal acts, ultra vires acts, or for violations of RSCVA's policies and procedures. Employee agrees to release and discharge RSCVA, and shall hold harmless and indemnify RSCVA for all liabilities, losses, demands, claims, accounts, actions and proceedings arising or resulting from Employee breaching this Agreement.

6. MISCELLANEOUS

- **6.1** Assignment. Except as otherwise provided herein, Employee may not and shall not assign any rights or delegate any duties under this Agreement.
- 6.2 Notices. All notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested. Notices shall be addressed as follows:

If to RSCVA:

If to Employee:

RENO SPARKS CONVENTION AND VISITORS AUTHORITY P.O. Box 837 Reno, Nevada 89504 Attn: Chairman of Board Philip L. DeLone 1630 Brightstone Court Reno, Nevada 89521

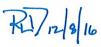
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> With a required Copy to: Molly M. Rezac, Esq. Ogletree, Deakins, Nash, Smoak & Stewart 543 Plumas Street Reno, Nevada 89509

Confidentiality and Restrictive Covenants. Employee recognizes that by 6.3 reason of performing services for RSCVA, Employee may acquire confidential information and trade secrets concerning the operation of RSCVA, the use or disclosure of which could cause RSCVA substantial loss and damages that could be readily calculated and for which no remedy at law would be adequate. Accordingly, Employee covenants and agrees with RSCVA that it will not at any time both during and after the term of this Agreement, directly or indirectly, disclose any secret or confidential information that it may learn, or, in performance of the services herein for or on behalf of RSCVA, use such information in a manner detrimental to the interests of RSCVA, except with the prior written consent of RSCVA or as such information is within the public domain or comes within the public domain without any breach of this Agreement. The term "confidential information" includes, without limitation, information not previously disclosed to the public or to the trade by RSCVA's management with respect to RSCVA or any products, facilities, methods, trade secrets and other intellectual property, software, source code, systems, procedures, manuals, confidential reports, financial information, business plans, prospects or opportunities with respect to RSCVA but shall exclude any information already in the public domain. Employee recognizes and agrees that all copyrights, trademarks, or other intellectual property rights in created works arising in any way from Employee's employment by RSCVA are the sole and exclusive property of RSCVA and agrees to not assert any such rights against RSCVA or any third-parties. Upon termination of this Agreement by either party for any reason, Employee will relinquish to RSCVA all documents, books, manuals, lists, records, publications or other writings, keys, credit cards, equipment, computer disks, and any other similar repositories of information or other articles that came into Employee's possession in connection with the employment for RSCVA and to maintain no copies or duplicates without the written approval of RSCVA's Board of Directors. Upon termination of this Agreement for any reason and for a period of twelve (12) months thereafter, Employee shall not directly or indirectly be employed by, provide consultation or other services to, engage in, participate in or otherwise be connected in any way with any firm, person, corporation or other entity which directly, indirectly or through an affiliated company provides services or products or makes payment to RSCVA, unless the Board of Directors approves such activities in advance in writing. Employee shall not at any time during the Employment Term make or direct any personal investments in the hotel or hospitality industry based substantially upon information conveyed to Employee as the President or C.E.O. of RSCVA.

Employee further agrees that he will not approach or solicit any Employee of the RSCVA with view towards enticing such Employee to leave the employ of the RSCVA to work for the Employee or any third party, or hire any Employee of the RSCVA, without the prior written consent of the Board of Directors. Such consent shall be within the Board of Director's sole discretion.



- 6.4 Governing Law. All rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Nevada, without reference to conflicts of law principles.
- 6.5 Failure to Enforce. The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof) or the right of either party thereafter to enforce each and every provision of this Agreement.
- 6.6 Captions. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- 6.7 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute on Agreement.
- 6.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any judgment or decision of an administrative, arbitral or judicial tribunal, court or other body of a competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment or decision, and the Agreement shall be carried out as nearly as possible according to its other provisions and intent.
- 6.9 Entire Agreement. This Agreement contains the entire understanding between Employee and RSCVA with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them. This Agreement may be modified only in writing signed by Employee and an authorized representative of the RSCVA.
- 6.10 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
- 6.11 Separate Counsel. Each party has received or has had the opportunity to receive the independent advice of its attorney prior to the execution of this Agreement. It is understood and agreed that the undersigned have not been influenced to any extent whatsoever in making this Agreement by any representative, agent or Employee of an adverse party, or by any attorney, person or persons representing or employed by the undersigned, and that this Agreement is entered into freely, voluntarily and knowingly.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of December 8, 2016.

"RSCVA"

RENO SPARKS CONVENTION AND VISITORS

AUTHORITY

Rv.

Its: Bob Lucey, Chairman

"EMPLOYEE"

Philip L. DeLone

EXHIBIT A

POSITION DESCRIPTION

Chief Executive Officer

Company:

The Reno Sparks Convention and Visitors Authority supports a leading four season resort destination in a spectacular natural setting that offers world class attractions, recreational activities and events. The region has an outstanding quality of life, to include a vibrant and diverse business community, and has been receiving significant recent national and international recognition as a premier year-round Western destination for leisure and group/convention visitors.

Reporting Relationship and Scope of Position:

The Chief Executive Officer (CEO) reports directly to the authority's board of directors. The CEO will provide oversight for the development and the implementation of the authority's strategic plan that includes marketing and branding programs to promote the region as a premier leisure and convention destination. The CEO will oversee a staff of approximately 100 Employees and a capital budget of \$42 million. This includes direct oversight across all functional areas of the authority including sales & marketing, facilities, operations, finance, IT and human resources.

Primary Responsibilities:

The CEO's specific responsibilities will include the following:

- Develop the strategies and objectives for the authority, including but not limited to, a comprehensive strategic plan to be submitted to the board of directors for approval.
- Assemble and provide direct management of a senior executive team across the authority to ensure the execution of board policy and strategic direction to brand the area as a world-class tourism destination. Provide oversight of staffing strategies, plans and programs required to attract, motivate, develop, reward and retain the best leadership team to meet the needs of the authority.
- Review, coordinate and submit to the board of directors all annual plans and operating budgets as required. Analyze overall operating results of the authority's multiple departments relative to plans, recognize achievement and ensure that appropriate steps are undertaken to correct underperformance.
- Provide direction and strategic leadership in the development and communication of the
 authority's operating policies and strategic goals. Organize and assign resources and staff to
 accomplish annual and long-range goals. Interface on a regular and frequent basis with the
 board of directors to ensure effective communication and execution of goals and objectives.

- Direct and participate in the planning process for future development and growth of tourism in the region, and periodically present such plans for review and approval by the board of directors. Develop operating budgets and present financial revenue and expense reports to the board of directors.
- Represent the authority as appropriate in its relationships with local clients, government agencies, professional and other similar groups, such as other convention visitor bureaus and tourism and travel industries.
- Serve as a spokesperson for issues related to tourism, convention, gaming and general hospitality communities with city and state government. Update and communicate with legislators on current issues to promote awareness of critical programs that require attention.
- Become the recognized spokesperson at the senior level on issues of importance to the authority to include maintaining a positive image of the authority in relevant media.
- Direct the preparation of official publications of the authority, both online and offline. Prepare, or direct the preparation of news articles reflecting news of the authority or the reporting of projects or activities.
- Provide leadership for the development of a world class sales function to include oversight of the sales effort, setting annual goals and effective measurements.
- Provide oversight for the development and implementation of strategic marketing and branding programs to promote the area as a leading leisure and convention destination. Provide tactical direction for all marketing and branding programs. Manage the future of the destination by planning, innovating, strategizing, evaluating alternatives and preparing for change.
- Provide long-range planning for destination resources, infrastructure, and strategic direction.
 Identify major global trends that will influence and affect the local tourism industry, developing and implementing programs to address and take advantage of such trends to the competitive advantage of the destination. Provide leadership in the marketing of the destination. Serve as a catalyst and facilitator for tourism infrastructure and destination development.
- Work as an integral member of the community leaderships and local gaming/tourism industry
 to ensure the sustainability of the local tourism industry. Act as tourism industry advocate by
 raising the awareness and profile of tourism locally in support of the industry. Liaise with all levels
 of government and other public entities at the local, state and national levels to represent the views
 of the industry on decisions affecting the tourism sector.

Required Background:

The successful candidate will ideally possess 10+ years of highly successful multifunctional executive management leadership experience gained within some segment of the hospitality, travel, tourism, and/or recreation and leisure industries. The executive must possess a proven track record of success making appropriate strategic business and leadership decisions that drive innovation, continuous improvement and profitable growth of an organization. To that end, strong management skills in budgeting and planning areas with a keen eye towards expense management and revenue generation are essential. The executive should have a successful track record of building, retaining, and managing an outstanding and highly collaborative management team and culture to include a high performing sales & marketing function. In addition, the successful candidate should demonstrate leadership in forging new business opportunities and processes. The executive's



experience will ideally include working with a Board of Directors and interfacing effectively with multiple internal and external constituents. In addition, the executive will ideally possess facility management experience that includes tenant occupancy, and public administration knowledge as well as a working knowledge of open meeting laws are also a plus.

Personal Qualifications:

Since this is a highly visible and demanding CEO position, the successful candidate must possess outstanding personal qualifications to include the following:

- A results oriented executive with the ability to achieve objectives and goals within a timeline set jointly with the board of directors.
- Proven change agent capabilities to include being a highly intelligent and strategic leader with an equally high EQ. This includes being highly focused and driven, yet empathetic and collaborative with outstanding listening skills.
- Hands-on leadership expertise without micromanaging. Included is the ability to be extremely flexible and adaptable with highly sophisticated relationship management skills across all levels of an organization.
- Politically savvy executive leadership skills with the ability to interface effectively with multiple constituents on an internal and external basis.
- Proven strong leadership and management skills, particularly with regard to motivation, team building, Employee development, creativity, and analytical ability.
- A high level of executive bearing with exceptional interpersonal skills to include strong verbal and written presentation abilities.
- Business oriented marketing demeanor and highly skilled in bringing concepts, services, and cooperative business models to the organization. Included is a high level of passion for the destination's offerings.
- A client-first approach, evidenced by speed of responsiveness, partnering skills and engaging personal qualities.
- Willingness to travel as necessary in order to successfully execute the requirements of the role.

Education:

Bachelor's degree from a four year college or university. MBA is preferred.

Location:

Western United States.



EXHIBIT B

CEO Evaluation and Compensation

RSCVA's Board of Directors will evaluate the CEO's performance and determine if the CEO will receive a merit pay increase and/or a bonus.

I. Definition of Roles:

- 1. Board of Directors conducts the annual performance evaluation
- 2. Legal Counsel receives and compiles all evaluations responses
- Executive Staff provides feedback to the Board of Directors on CEO leadership and management
- 4. Employee prepares self-evaluation and proposed goals for upcoming year.
- II. Evaluation Process. The Employee will be evaluated in the following manner:
 - 1. Feedback from Executive Staff will be solicited using an approved electronic format such as "Survey Monkey." Legal Counsel will compile the results of the Executive Staff survey and provide the same to the Board of Directors.
 - 2. The Employee will prepare and provide a self-evaluation to the Board of Directors, together with any other requested information.
 - 3. Each member of the Board of Directors will complete a written performance evaluation of Employee via approved electronic format such as "Survey Monkey." Legal Counsel will compile all evaluation responses and provide the compiled results to the Board of Directors.
 - 4. After the above steps have been completed, the Board of Directors will conduct a complete evaluation of the Employee at a public meeting..
- III. Merit Pay Increase. A percentage adjustment to Salary ("Merit Pay Increase") may be provided to the Employee in the sole discretion of the Board of Directors. Any Merit Pay Increase shall be in line with the average merit pay increase given to RSCVA staff.
- IV. Bonus. A Bonus may be paid to the Employee in the sole discretion of the Board of Directors. The Bonus is limited to a maximum of 40% of Salary but does not increase Salary. The Bonus shall be calculated based upon achievement of the Board-approved Goals for the relevant time period.



EXHIBIT C

VACATION AND SICK LEAVE POLICY

Sick Leave

If you are a full-time Employee, you will be eligible for sick pay beginning at your date of hire. Sick pay protects you against the loss of income and benefits due to absence of work because of a non-occupational illness or injury. Sick pay applies only to an absence resulting from your own illness or injury.

You earn sick pay at the rate of 4.615 hours per pay period (fifteen (15) days per year) for the first ten (10) years of employment. After ten (10) years, sick pay is earned at a rate of 5.538 hours per pay period (eighteen (18) days per year). There is no limit on the number of hours that may be carried over from year to year. Upon your death, disability or retirement, you or your heirs will be paid for unused sick pay at a rate of one hour for every three hours of unused sick pay up to a maximum of three hundred (300) hours. Unused sick leave will not be paid upon termination or resignation.

If you are sick, you must notify the Chairman of the RSCVA's Board of Directors of the illness and the projected length of such illness. You will be compensated up to the point where your sick pay credits are exhausted.

The RSCVA reserves the right to demand confirmation of illness from a physician and to demand a fitness for duty release upon your return to work.

Vacation

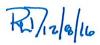
Everyone needs time off for rest and relaxation. Our paid vacation policy is our way of thanking you for your hard work and dedication throughout the year.

The length of the vacation to which Employee is entitled is determined by the amount of continuous service with the RSCVA as follows:

Years of Employment	Hrs Earned Per Pay Period	Maximum Accrual
0 to 24 Months	6.16 hours (20 days/year)	20 days/160 hours
25 to 60 months	9.24 hours (30 days/year)	30 days/240 hours
61 to 108 months	11.08 hours (36 days/year)	36 days/288 hours
109 or more months	12.92 hours (42 days/year)	42 days/336 hours

Vacation time must be approved by the Chairman of the RSCVA's Board of Directors and, generally, not less than two (2) weeks advance notice is required. The RSCVA retains the right to schedule vacations as operational needs require ensuring minimum disruption of work.

There is a limit or cap on the amount of vacation pay that may be accrued as listed above. Once the maximum accrual is reached, vacation leave will not accrue until the balance drops below the



maximum accrual cap. If Employees retires or resigns from the RSCVA, he will receive pay for unused vacation time.

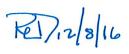


EXHIBIT D

RSCVA Moving Policy Management Level

You will be reimbursed for moving or relocation expenses, based on the lowest of three bids (not to exceed 10% of the Employee's annual salary or the actual cost of moving, whichever is less). Any changes to this reimbursement schedule must be approved by the Employee. Payment of the expenses would be based on proper documentation and that the expenses are incurred and paid within six months from your date of hire. If you terminate your employment with the RSCVA prior to one (1) year of service, you would be responsible for reimbursing the RSCVA all or a portion of the moving expenses as described in the following. If you were to leave before six months of employment, you would owe 100%, after nine months, 50%, and after one (1) year, you would owe nothing.

I. Reimbursable Moving/Relocation Expenses (up to a predetermined maximum)

A. Qualified reimbursable expenses (not subject to tax withholding)

- 1. Commercial moving company
- 2. Charges for packing, crating, mailing and/or shipping household goods; and other miscellaneous packing supplies
- 3. Optional insurance on items such as furniture, clothing, and utensils
- 4. Rental truck
- 5. In-transit storage for up to 30 consecutive days
- 6. Shipment of car(s), if not used in the move
- 7. Travel and lodging costs for one trip (Employee and family) from the old residence to the new residence, which may include:
 - a) Actual gas cost, based upon receipts or IRS current rate of \$0.18 per mile for personal or rental vehicles
 - b) Lodging in transit, not to exceed \$75 per night plus tax
 - c) Airfare (coach only)
 - d) Rental car (economy only)
 - e) Tolls, taxi, limousine, or parking
 - f) Pet shipping charges

B. Non-qualified reimbursable expenses (subject to tax withholding)

- 1. Travel and lodging costs incurred during additional trips from the old residence to the new residence.
- 2. Cost of meals at any point in the relocation process. Maximum allowance is \$35 per day per adult and \$17.50 for children under the age of 12. Meal receipts are not required.
- 3. House hunting expenses (one trip, not to exceed five days) may include:
 - g) Actual gas cost, based upon receipts or IRS current rate of \$0.18 per mile for personal or rental vehicles
 - h) Lodging, not to exceed \$75 per night plus tax
 - i) Airfare (coach only)
 - j) Rental car (compact only)



- k) Tolls, taxi, limousine, or parking
- 4. Temporary housing.

IV. Non-Reimbursable Expenses

- A. Expenses not paid by the RSCVA include:
 - 1. Storage (excluding 30 days in transit)
 - 2. Meals and travel costs incurred by laborers
 - 3. Expenses incurred by persons not considered to be dependents for tax purposes
 - 4. Costs related to immigration
 - 5. Utility and telephone installation charges
 - 6. Loss of security deposits
 - 7. Real estate expenses
 - 8. Postage costs for realty and mortgage documents
 - 9. Personal telephone calls, tips, movies, or other entertainment
 - 10. Extraordinary items requiring special handling (e.g., boats)
 - 11. Bank fee for cashier's checks



February 13, 2020

Mr. Bob Lucey Chairman of the Board Reno-Sparks Convention & Visitors Authority 4001 South Virginia Street Suite G Reno, NV 89502

RE: Notice of Resignation

Dear Bob:

In early December I was diagnosed with a serious medical condition, the grave news of which I shared then with you and a few colleagues at work. Considering the progression of this medical issue, I think I should resign my position as President & CEO of the RSCVA to allow me to focus completely on the pathway to regaining my health. My agreement requires me to alert the RSCVA with six-months' notice. Therefore, effective February 13, 2020, I am giving you my formal 6 months' notice. During the interim time period, I will work with Human Resources and with you concerning taking medical or other paid leave.

I leave the RSCVA in what I feel is superb condition. Since my arrival three years ago, the Authority with has accomplished much. We have streamlined and modernized our operations, we have shed unwanted assets, real estate and worn-out buildings. We have regained the respect of our community and the region's hospitality industry. We have returned the Authority to productivity – creating cash room nights for the destination which is our primary mission, while launching a creative and exciting new brand. We have been awarded as one of the region's best places to work – by the Northern Nevada Human Resources Association, a nomination everyone is proud of and indicative in the smiles people have when they are at work at the RSCVA.

We have accomplished much more in these past three years, far too much to be listed here. I have enjoyed every minute of leading this fine and respected organization.

I have truly enjoyed working under your leadership and guidance these past years. I wish the Authority and its employees many years of future success.

Sincerely yours

Philip L. DeLone

President & Chief Executive Officer

RSCVA Monthly Snapshot: December 2019

	ty #1: Visitor Growth 8			
OVERALL VISITOR GROWTH	December '19	December '18	Y/Y%	Monthly Goa
Visitor Volume	365,534	377,240	-3.1%	383,26
# of Web Sessions - National Overall	191,269	155,543	23.0%	155,543
Number of Partner Referrals	15,196	6,000	153.3%	6,000
SF: Web Sessions	44,491	39,549	12.5%	39,549
Seattle: Web Sessions	6,301	5,238	20.3%	5,23
LA Basin: Web Sessions	28,791	14,777	94.8%	14,77
MARKET PERFORMANCE/CASH OCCUPIED ROOMS				
Washoe County Total				
Room Inventory	718,929	743,974	-3.4%	749,980
Cash Room Nights	264,398	271,632	-2.7%	276,962
Comp Room Nights	60,851	63,764	-4.6%	-
Overall Occupancy	61.1%	62.0%	-1.5%	60.8%
Taxable Revenue	\$29,435,591	\$29,774,489	-1.1%	\$30,817,02
A.D.R.	\$111.33	\$109.61	1.6%	\$111.27
Rev Par	\$40.99	\$41.00	0.0%	-
Gaming Win	\$71,960,272	\$73,473,726	-2.1%	-
Hotel Market Segment				
Room Inventory	484,162	500,191	-3.2%	511,636
Cash Room Nights	222,721	233,189	-4.5%	238,579
Comp Room Nights	60,749	63,566	-4.4%	-
Overall Occupancy	60.3%	61.2%	-1.5%	60.9%
Taxable Revenue	\$25,091,677	\$26,005,827	-3.5%	\$27,037,50
A.D.R.	\$112.66	\$111.52	1.0%	\$113.3
Rev Par	\$53.03	\$53.44	-0.8%	-
AIRLIFT	φ33.03	\$33.11	0.070	
Air Passengers	381,897	341,283	11.9%	
All Lassengers	381,837	341,203	11.570	_
Strategic Plan Prior	ity #2: Direct Room Ni	ght Growth		
TOURISM SALES GOALS	December '19	December '18	Y/Y%	Monthly Goa
Travel Wholesaler	528	648	-18.5%	_
	528	0-10		
International/Domestic Receptive Operators	694	316	119.6%	-
International/Domestic Receptive Operators Online Travel Agent				-
	694	316	119.6%	- - -
Online Travel Agent	694 49,886	316 50,431	119.6% -1.1%	- - -
Online Travel Agent Travel Agent	694 49,886 9,451	316 50,431 10,400	119.6% -1.1% -9.1%	- - -
Online Travel Agent Travel Agent Group Tour/Motorcoach	694 49,886 9,451 1,391	316 50,431 10,400 1,786	119.6% -1.1% -9.1% -22.1%	- - - -
Online Travel Agent Travel Agent Group Tour/Motorcoach	694 49,886 9,451 1,391	316 50,431 10,400 1,786	119.6% -1.1% -9.1% -22.1%	- - - -
Online Travel Agent Travel Agent Group Tour/Motorcoach	694 49,886 9,451 1,391	316 50,431 10,400 1,786	119.6% -1.1% -9.1% -22.1%	-
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production	694 49,886 9,451 1,391	316 50,431 10,400 1,786	119.6% -1.1% -9.1% -22.1%	
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE	694 49,886 9,451 1,391 2	316 50,431 10,400 1,786 2	119.6% -1.1% -9.1% -22.1% 0.0%	
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued	694 49,886 9,451 1,391 2	316 50,431 10,400 1,786 2	119.6% -1.1% -9.1% -22.1% 0.0%	
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline	694 49,886 9,451 1,391 2 2 58 55,241 347	316 50,431 10,400 1,786 2 2 48 76,578	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9%	6i - -
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued	694 49,886 9,451 1,391 2 58 55,241	316 50,431 10,400 1,786 2 2 48 76,578 334	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9%	6i - -
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS	58 55,241 347 522,732	316 50,431 10,400 1,786 2 2 48 76,578 334 662,287	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1%	- - - 776,000
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights	58 55,241 347 522,732	316 50,431 10,400 1,786 2 48 76,578 334 662,287	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1%	6- - - 776,000 17,937
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights	58 55,241 347 522,732 22,898 22,898	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2%	776,000 17,937 17,937
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal	58 55,241 347 522,732 22,898 22,898 127.7%	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2%	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2%	776,000 17,937 17,937
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights	58 55,241 347 522,732 22,898 22,898 127.7% 22,338	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1%	776,000 17,937 17,937 1009 14,018
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights	58 55,241 347 522,732 22,898 22,898 127.7% 22,338 320	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1%	776,000 17,937 17,937 1009 14,018 3,082
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights Sports Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights	58 55,241 347 522,732 22,898 22,898 127.7% 22,338	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1%	- - - - - - 776,000 17,937 17,937 1009 14,018 3,082 837
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month)	58 55,241 347 522,732 22,898 22,898 127.7% 22,338 320 240	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2%	776,000 17,937 17,937 1009 14,018 3,082 837
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights	58 55,241 347 522,732 22,898 22,898 127.7% 22,338 320 240	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2%	17,937 17,937 1009 14,018 3,082 837
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights Sports Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights	58 55,241 347 522,732 22,898 22,898 22,898 127.7% 22,338 320 240	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3%	60 - - 776,000 17,937 17,937 100% 14,018 3,082 837 16,304 3,585
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights	58 55,241 347 522,732 22,898 22,898 127.7% 22,338 320 240	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2%	60 - - 776,000 17,937 17,937 100% 14,018 3,082 837 16,304 3,585
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights Total Actual Room Nights	58 55,241 347 522,732 22,898 22,898 22,898 127.7% 22,338 320 240 16,304 6,110 22,414	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300 9,459	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3%	66 - - 776,000 17,937 17,937 1009 14,018 3,082 837 16,304 3,585
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights Total Actual Room Nights Strategic Plan I	694 49,886 9,451 1,391 2 58 55,241 347 522,732 22,898 22,898 127.7% 22,338 320 240 16,304 6,110 22,414	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300 9,459	119.6% -1.1% -9.1% -9.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3% 137.0%	17,937 17,937 17,937 1009 14,018 3,082 837 16,304 3,585 19,889
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights Total Actual Room Nights Strategic Plan OPERATING MARGIN	58 55,241 347 522,732 22,898 22,898 22,898 127.7% 22,338 320 240 16,304 6,110 22,414 Priority #3: Facility Effi	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300 9,459 ciency December '18	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3% 137.0%	60
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights Total Actual Room Nights Strategic Plan OPERATING MARGIN Reno-Sparks Convention Center	58 55,241 347 522,732 22,898 22,898 22,898 127.7% 22,338 320 240 16,304 6,110 22,414 Priority #3: Facility Effi	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300 9,459 ciency December '18 -\$206,076	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3% 137.0%	66
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights Sports Produced Room Nights Sports Produced Room Nights Sports Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights Total Actual Room Nights Strategic Plan I OPERATING MARGIN Reno-Sparks Convention Center Reno Events Center	58 55,241 347 522,732 22,898 22,898 22,898 127.7% 22,338 320 240 16,304 6,110 22,414 Priority #3: Facility Effi December '19 -\$265,347 -\$110,702	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300 9,459 ciency December '18 -\$206,076 -\$101,900	119.6% -1.1% -9.1% -9.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3% 137.0%	66
Online Travel Agent Travel Agent Group Tour/Motorcoach Ski and Golf Production TENTATIVE SALES PIPELINE # of Leads Issued # of Room Nights for Leads Issued # of Outstanding Leads in Sales Pipeline # of Room Nights in Sales Pipeline PRODUCED ROOM NIGHTS Gross Produced Room Nights Net Produced Room Nights Net Produced Room Nights Net Produced Room Nights % of Goal Convention Produced Room Nights Sports Produced Room Nights RSLEC Produced Room Nights ACTUAL ROOM NIGHTS (RNs Realized This Month) Groups/Conventions Actual Room Nights Sports Actual Room Nights Total Actual Room Nights Strategic Plan OPERATING MARGIN Reno-Sparks Convention Center	58 55,241 347 522,732 22,898 22,898 22,898 127.7% 22,338 320 240 16,304 6,110 22,414 Priority #3: Facility Effi	316 50,431 10,400 1,786 2 48 76,578 334 662,287 12,261 11,160 62.2% 9,501 764 895 4,159 5,300 9,459 ciency December '18 -\$206,076	119.6% -1.1% -9.1% -22.1% 0.0% 20.8% -27.9% 3.9% -21.1% 86.8% 105.2% 105.2% 135.1% -58.1% -73.2% 292.0% 15.3% 137.0%	17,937 17,937 17,937 1009 14,018 3,082 837 16,304 3,585 19,889

>= 95% of target

80-95% of target

< 80% of target

Green

Yellow

Red

RSCVA Monthly Snapshot: Year-to-Date December 2019

Strateg	ic Priority #1: Visitor G	rowth & Aware	ness		
OVERALL VISITOR GROWTH	FY 19-20	FY 18-19	YTD Target	Y/Y%	Annual Goal
Visitor Volume	2,511,858	2,557,386	2,718,972	-1.8%	5,195,137
# of Web Sessions - National Overall	1,693,867	1,415,477	1,415,477	19.7%	2,865,968
Number of Partner Referrals	51,123	29,040	29,040	76.0%	62,864
SF: Web Sessions	360,787	307,860	307,860	17.2%	567,741
Seattle: Web Sessions	100,377	81,093	81,093	23.8%	199,162
LA Basin: Web Sessions	254,425	191,267	191,267	33.0%	415,614
MARKET PERFORMANCE/CASH OCCUPIED ROOMS					
Washoe County Total					
Room Inventory	4,169,511	4,311,293	4,360,188	-3.3%	8,666,216
Cash Room Nights	1,771,714	1,826,950	1,834,557	-3.0%	3,636,161
Comp Room Nights	464,663	454,876	459,406	2.2%	-
Overall Occupancy	70.1%	70.3%	68.2%	-0.3%	67.8%
Taxable Revenue	\$215,494,847	\$213,115,620	\$216,891,115	1.1%	\$418,607,365
A.D.R.	\$121.63	\$116.65	\$118.23	4.3%	\$115.12
Rev Par	\$56.35	\$54.13	-	4.1%	-
Gaming Win	\$455,552,096	\$453,671,243	-	0.4%	-
Hotel Market Segment					
Room Inventory	2,852,308	2,909,141	2,991,244	-2.0%	5,953,476
Cash Room Nights	1,474,105	1,535,271	1,543,477	-4.0%	3,084,157
Comp Room Nights	462,349	453,047	457,577	2.1%	-
Overall Occupancy	70.5%	70.7%	69.1%	-0.3%	68.4%
Taxable Revenue	\$187,825,370	\$187,854,987	\$191,574,522	0.0%	\$371,965,854
A.D.R.	\$127.42	\$122.36	\$124.12	4.1%	\$120.61
Rev Par	\$67.78	\$66.18	-	2.4%	-
AIRLIFT					
Air Passengers	2,336,979	2,184,861	-	7.0%	-

	Strategi	ic Priority #2: Direct F	Room Night Grow	vth		
	TOURISM SALES GOALS	FY 19-20	FY 18-19	Market Target	Y/Y%	Quarter Goal
	Traditional Wholesaler	6,496	8,667	-	-25.0%	-
gu	International/Domestic Receptive Operators	6,245	6,931	-	-9.9%	-
etii	Online Travel Agent	279,861	274,229	-	2.1%	-
Marketing	Travel Agent	76,013	82,520	-	-7.9%	-
Σ	Group Tour/Motorcoach	15,119	18,386	-	-17.8%	-
	Ski and Golf Production	8,334	10,645	-	-21.7%	-
	YTD Total	392,068	401,378	98.64%		395,919
	Quarter 2 Total	168,365	175,441	99.73%		174,967
	TENTATIVE SALES PIPELINE	FY 19-20	FY 18-19	YTD Target	Y/Y%	Annual Goal
	# of Leads Issued	338	343	340	-1.5%	688
	# of Room Nights for Leads Issued	352,532	459,972	-	-23.4%	N/A
	# of Outstanding Leads in Sales Pipeline	347	334	-	3.9%	N/A
S	# of Room Nights in Sales Pipeline	522,732	662,287	776,000	-21.1%	776,000
oals	PRODUCED ROOM NIGHTS					
s G	Gross Produced Room Nights	133,114	102,048	118,573	30.4%	290,000
Sales	*Net Produced Room Nights	133,114	100,947	118,573	31.9%	290,000
65	Net Produced Room Nights % of Goal	112.3%	100.0%	100.0%	12.3%	100%
	Convention Produced Room Nights	97,541	56,665	84,100	72.1%	176,595
	Sports Produced Room Nights	25,287	26,700	18,492	-5.3%	88,255
	RSLEC Produced Room Nights	10,286	4,291	15,981	139.7%	25,150
	ACTUAL ROOM NIGHTS (RNs Realized This Year)					
	Groups/Conventions Actual Room Nights	87,012	84,922	84,845	2.5%	159,366
	Sports Actual Room Nights	26,944	23,502	24,419	14.6%	95,988
	Total Actual Room Nights	113,956	108,424	109,264	5.1%	255,354

	Str	rai	tegic Priority #3: Fac	cility Efficiency				
	OPERATING MARGIN		FY 19-20	FY 18-19	YTD Target	Y/Y%	Annual Goal	
<u>s</u>	Reno-Sparks Convention Center		-\$1,151,539	-\$847,630	-\$1,239,395	-35.9%	-\$1,191,427	
30a	Reno Events Center		-\$103,317	-\$245,232	-\$113,639	57.9%	\$23,054	
M	National Bowling Stadium		-\$1,051,103	-\$867,256	-\$1,135,909	-21.2%	-\$1,618,639	
9	Reno-Sparks Livestock Events Center		-\$513,118	-\$473,899	-\$538,403	-8.3%	-\$1,038,304	

Legend:

Comparison of current actual to the Year to Date Target

Green>= 95% of targetYellow80-95% of targetRed< 80% of target</td>

Convention Monthly Snapshot: Year Over Year January 19/20

Convention Produced Roc	om Nights
January'20	19,723
January'19	-26,414
Y/Y%	174.7%
January'20 Monthly Goal	18,522

Definite Meeting Report - February

Room Block Arrival	Room Block Departure	Account Name	Total Room Block	Show Attendees	Venue	New
3/1/2020	3/5/2020	Association for Crime Scene Reconstruction	225	55	Hotel	New-Has never met in destination
3/4/2020	3/10/2020	Northern California Volleyball Association	1330	1200	RSCC	
3/30/2020	4/6/2020	World of Wrestling	4846	12000	RSLEC	







Reno-Sparks Convention and Visitors Authority Fiscal Year 2019-20 Interim Financial Table of Contents

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Consolidated Summary Report of Operations For the Month of December 2019 RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

			December 2019	019		Dece	December 2018	
		Actival	Property	Increase (Decrease)	rease)	A ctiral	Increase (Decrease)	rease)
		Actual	nafinna	Amount	%	Actual	Amount	%
Revenues								
Room Tax Collections Tourism Surcharae	₩	2,529,506 \$ 405,592	2,657,968 415.976	\$ (128,462) (10,384)	-4.8% \$ -2.5%	2,568,370 \$ 406,372	(38,864)	-1.5% -0.2%
City Center Tax		1			%0.0	1		%0.0
racinity reverines Reno-Sparks Convention Center		323,625	287,748	35,877	12.5%	161,068	162,557	100.9%
National Bowling Stadium		35,939	41,902	(5,963)	-14.2%	41,965	(6,026)	-14.4%
Reno Events Center		95,668	81,893	13,775	16.8%	51,408	44,260	86.1%
REIO-Sparks Elvestock Events Cu RSCVA Facilities		- -	-	(3/0/c) -	%+'/- 0:0%	46,263 (1,425)	(104) 1,425	-0.4%
Wildcreek Golf Course			•	•	%0.0		'	%0.0
Total Facility Revenues		501,313	461,296	40,017	8.7%	299,281	202,032	67.5%
Other Income		169,837	141,057	28,780	20.4%	192,648	(22,812)	-11.8%
Total Revenues	₩.	3,606,247	\$ 3,676,297	(20,050)	-1.9% \$	3,466,671	\$ 139,576	4.0%
Operating Expenses								
Payroll & Related	₩	513,165 \$		\$ (9,871)	-1.9% \$	491,783 \$		4.3%
Supplies & Services		1,267,486	1,094,291	173,195	15.8%	1,104,351	163,135	14.8%
Travel & Entertainment		65,454	72,235	(6,781)	-9.4%	46,708	18,746	40.1%
Promotion & Advertising		364,758	426,037	(61,279)	-14.4%	276,726	88,033	31.8%
Special Projects		76,621	64,900 5,653	11,721	18.1%	19,544	57,077 3.051	292.0% 3262 396
Capital Outlay								2,02,370
Total Operating Expenses	()	2,290,664	\$ 2,186,152	\$ 104,512	4.8% \$	1,939,241	\$ 351,423	18.1%
Non Operating Expenses Debt Service	¥	2 500 \$	005	000 6	400 00%	∀	2 500	%U U
Incline Village/Cystal Bay Room Tax) -		85,	(4,332)		84.775		-4.4%
Capital Improvements		519,438	300,000	219,438	73.1%	971,884	(452,446)	-46.6%
Insurance		68,741	64,836	3,905	%0'9	62,618	6,124	%8'6
Contingency Depreciation and Other					%0:0 0:0%		1 1	%0:0 0:0%
Total Non Operating Expenses	₩	671,754	\$ 450,742	\$ 221,012	49.0% \$	1,119,276	\$ (447,523)	-40.0%
Total Expenses	₩.	2,962,418	\$ 2,636,894	\$ 325,524	12.3% \$	3,058,517	(660'96) \$	-3.1%
Profit/(Loss)	₩	643,830	\$ 1,039,403	\$ (395,574)	-38.1% \$	408,154	\$ 235,676	27.7%
				1				

Consolidated Summary Report of Operations Six Months Ending December 2019 RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

		Period	Period Ending Decem	ember 2019		Period Endi	Period Ending December 2018	2018	Annual FY 2019	2019
			40.0	Increase (Decrease)	crease)		Increase (Decrease)	rease)	10.0	% of
	Actual		buager	Amount	%	Actual	Amount	%	Buager	Actual
Revenues										
Room Tax Collections	\$ 18,644,758	\$ 852	18,706,857	(65,099) \$	-0.3% \$	18,396,109 \$	248,649	1.4% \$	36,104,884	51.6%
Tourism Surcharge	2,687,583	583	2,642,115	45,468	1.7%	2,684,316	3,267	0.1%	5,207,462	51.6%
City Center Tax		ı	•	1	%0:0	1	•	%0.0	1,187,195	0.0%
Facility Revenues										
Reno-Sparks Convention Center	2,162,637	.637	1,485,653	676,984	45.6%	1,564,416	598,221	38.2%	4,616,500	46.8%
National Bowling Stadium	85,	85,555	113,914	(28,359)	-24.9%	320,942	(235,387)	-73.3%	1,201,471	7.1%
Reno Events Center	1,247,614	614	1,004,612	243,002	24.2%	640,506	607,108	94.8%	2,285,652	54.6%
Reno-Sparks Livestock Events Ctr	588,260	750	557,757	30,503	5.5%	523,098	65,162	12.5%	1,090,873	53.9%
RSCVA Facilities			•	1	%0.0	35,736			•	1
Wildcreek Golf Course		,	ı	1	0.0%	7,790	(2,790)	-100.0%	1	%0.0
Total Facility Revenues	4,084,066	990	3,161,936	922,130	29.5%	3,092,488	991,578	32.1%	9,194,497	44.4%
Other Income	1,131,342	342	961,358	169,984	17.7%	1,125,821	5,521	0.5%	2,203,564	51.3%
Total Revenues	\$ 26,547,749	749 \$	25,472,266	\$ 1,075,482	4.2% \$	25,298,734 \$	1,249,015	4.9% \$	53,897,602	49.3%
Operating Expenses										
Payroll & Related	\$ 3,404,662	\$ 299	3,382,001	\$ 22,661	0.7% \$	3,304,840 \$	99,822	3.0% \$	7,279,043	46.8%
Supplies & Services	7,671,199	199	7,097,010	574,189	8.1%	6,594,276	1,076,924	16.3%	14,649,819	52.4%
Travel & Entertainment	392,184	184	575,057	(182,873)	-31.8%	380,198	11,986	3.2%	1,104,172	35.5%
Promotion & Advertising	4,584,377	377	5,285,124	(700,747)	-13.3%	4,197,050	387,328	9.5%	13,109,135	35.0%
Special Projects	548,039	039	829,420	(281,381)	-33.9%	598,275	(50,236)	-8.4%	2,086,070	26.3%
Capital Outlay	20,	20,787	33,918	(13,131)	-38.7%	62,875	(42,088)	%6'99-	67,836	30.6%
Total Operating Expenses	\$ 16,621,248	248 \$	17,202,530	\$ (581,282)	-3.4% \$	15,137,513 \$	1,483,735	\$ %8.6	38,296,074	43.4%
Non Operating Expenses			1							
Debt Service	\$ 5,899,100	100 \$	7,406,672	(1,507,572)	-20.4% \$	7,517,447 \$	(1,618,347)	-21.5% \$	11,519,694	51.2%
Incline Village/Crystal Bay Room Tax	1,060,709	.709	1,031,167	29,542	2.9%	1,032,388	28,322	2.7%	1,770,841	29.9%
Capital Improvements	1,464,330	330	1,800,000	(335,670)	-18.6%	1,606,739	(142,408)	-8.9%	3,979,000	36.8%
Insurance	422,	422,175	389,016	33,159	8.5%	396,223	25,951	6.5%	913,793	46.2%
Contingency		1	ı	ı	%0'0	1	1	%0.0	400,000	%0.0
Total Non Operating Expenses	\$ 8,846,315	315 \$	10,626,855	\$ (1,780,540)	-16.8% \$	10,552,796 \$	(1,706,482)	-16.2% \$	18,583,328	47.6%
Total Expenses	\$ 25,467,563	\$ 293	27,829,385	\$ (2,361,821)	-8.5%	25,690,310 \$	(222,747)	\$ %6:0-	56,879,402	44.8%
Profit/(Loss)	\$ 1,080,186	\$ 981	(2,357,119)	\$ 3,437,305	145.8% \$	(391,576)	1,471,761	375.9% \$	(2,981,801)	-36.2%
				Ш						

Consolidated Summary Transient Lodging Tax Collections and Statistics For the Month of December 2019 RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

		December 2019	2019		Dece	December 2018	
	1011404	Budget	Increase (Dec	Decrease)	14.140	Increase (Decrease)	crease)
	Actual	buayer	Amount	%	Actual	Amount	%
Room Tax Collections							
Lodging	1,942,954	2,041,628	(98,674)	4.8%	1,972,806	(29,852)	-1.5%
Convention Center	586,552	616,340	(29,788)	-4.8%	595,564	(9,012)	-1.5%
Tourism Surcharge	405,592	415,976	(10,384)	-2.5%	406,372	(780)	-0.2%
Total Tax Collections	2,935,098	3,073,944	(138,846)	-4.5%	2,974,742	(39,644)	-1.3%
Room Statistics							
Taxable Room Revenues	29,306,557	30,817,024	(1,510,467)	-4.9%	29,774,489	(467,932)	-1.6%
Occupied Rooms-Cash	262,061	276,962	(14,901)	-5.4%	271,632	(9,571)	-3.5%
Average Rate - Cash	\$111.83	\$111.27	\$0.56	0.5%	\$109.61	\$2.22	2.0%
Occupied Rooms							
Cash	262,061	276,962	(14,901)	-5.4%	271,632	(9,571)	-3.5%
Comp	60,851	64,400	(3,549)	-5.5%	63,764	(2,913)	4.6%
28 Day	113,901	114,928	(1,027)	-0.9%	126,103	(12,202)	-9.7%
Total Occupied Rooms	436,813	456,290	(19,477)	-4.3%	461,499	(24,686)	-5.3%
Percentage of Occupancy							
Cash	36.6%	36.9%	(0.3)	-0.8%	36.5%	0.1	0.3%
Comp	8.5%	8.6%	(0.1)	-1.2%	8.6%	(0.1)	-1.2%
28 Day	15.9%	15.3%	9.0	3.9%	16.9%	(1.0)	-5.9%
Total Percentage of Occupancy	%0'19	%8'09	0.2	-1.2%	62.0%	(1.0)	-1.6%

Consolidated Summary Transient Lodging Tax Collections and Statistics Six Months Ending December 2019 RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

	Perio	Period Ending Dec	December 2019		Period Ending December 2018	ig December	. 2018	Annual FY 2019	2019
		D J	Increase (Decrease)	rease)		Increase (Decrease)	crease)	P. Jane	% of
	Actual	Buager	Amount	%	Actual	Amount	%	buager	Actual
Room Tax Collections	300 100 11	200 030 11	(102 27)	/00 0	770 001 71	100	701/ 1	967 667 76	700/
Convention Center	14,321,333	4 337 821	(47,701)	0.5%	4 265 764	190,991	1.4%	8 372 146	51.6%
Tourism Surcharge	2,687,583	2,642,115	45,468	1.7%	2,684,316	3,267	0.1%	5,207,462	51.6%
City Center Tax			ı	%0.0			%0.0	1,187,195	%0.0
Total Tax Collections	21,332,341	21,348,972	(16,631)	-0.1%	21,080,425	251,916	1.2%	42,499,541	50.2%
Room Statistics Taxable Room Revenues	215,365,878	216,891,115	(1,525,237)	-0.7%	213,115,619	2,250,259	1.1%	418,607,365	51.4%
Occupied Rooms-Cash	1,769,378	1,834,557	(62,179)	-3.6%	1,826,950	(57,572)	-3.2%	3,636,161	48.7%
Average Rate - Cash	\$121.72	\$118.23	\$3.49	3.0%	\$116.65	\$5.07	4.3%	\$115.12	105.7%
Occupied Rooms Cash	1.769.378	1.834.557	(62.179)	-3.6%	1.826.950	(57.572)	-3.2%	3.636.161	48.7%
Comp	464,663	459,406	5,257	1.1%	454,876	9,787	2.2%	868,533	53.5%
28 Day	689,239	859'089	8,581	1.3%	747,478	(58,239)	-7.8%	1,374,107	50.2%
Total Occupied Rooms	2,923,280	2,974,621	(51,341)	-1.7%	3,029,304	(106,024)	-3.5%	5,878,801	49.7%
Percentage of Occupancy	42.5%	42.1%	9.0	1.0%	42.4%	0.1	0.2%	42.0%	101.3%
Comp	11.1%	10.5%	9.0	5.7%	10.6%		4.7%	10.0%	110.8%
28 Day	16.5%	15.6%	6.0	5.8%	17.3%	(0.8)	4.6%	15.9%	104.1%
Total Percentage of Occupancy	70.1%	68.2%	1.9	2.8%	70.3%	(0.2)	-0.3%	%8'29	103.3%

Consolidated Summary Departmental Margins For the Month of December 2019 RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

		December 2019	2019		Dec	December 2018	
			Increase (Decrease)	crease)		Increase (Decrease)	crease)
	ACCUAI	budget	Amount	%	Actual	Amount	%
Facilities							
Reno-Sparks Convention Center	(265,347)	(76,485)	(188,862)	-246.9%	(206,076)	(59,271)	-28.8%
National Bowling Stadium	(146,143)	(159,279)	13,136	8.2%	(169,422)	23,279	13.7%
Reno Events Center	(110,702)	(87,224)	(23,478)	-26.9%	(101,900)	(8,802)	-8.6%
Reno-Sparks Livestock Events Ctr	(108,861)	(133,057)	24,196	18.2%	(111,378)	2,517	2.3%
RSCVA Facilities	•			0.0%	(10,060)	10,060	0.0%
Wildcreek Golf Course	•	1	ı	0.0%	(25,176)	25,176	100.0%
Total Facilites	(631,053)	(456,045)	(175,008)	-38.4%	(624,012)	(7,041)	-1.1%
Sales and Marketing							
Convention Sales	(383,278)	(345,591)	(37,687)	-10.9%	(264,219)	(119,059)	-45.1%
Tourism Sales	(69,473)	(67,084)	(2,389)	-3.6%	(79,879)	10,406	13.0%
Marketing	(388,542)	(417,687)	29,145	7.0%	(320,414)	(68,127)	-21.3%
Total Sales and Marketing	(841,293)	(830,362)	(10,931)	-1.3%	(664,512)	(176,780)	-26.6%
General and Administrative	(223,732)	(380,603)	156,871	41.2%	(250,133)	26,401	10.6 %
Room Tax Revenues	2,529,506	2,657,968	(128,462)	-4.8%	2,568,370	(38,864)	-1.5%
Tourism Surcharge	405,592	415,976	(10,384)	-2.5%	406,372	(780)	-0.2%
Total Operating Margins	1,239,020	1,406,934	(167,914)	-11.9%	1,436,084	(197,064)	-13.7%
Capital and Debt Service	(595,190)	(367,531)	(227,659)	-61.9%	(1,027,928)	432,738	42.1%
Total Departmental Margins	643,830	1,039,403	(395,574)	-38.1%	408,155	235,674	57.7%

Consolidated Summary Departmental Margins Six Months Ending December 2019 RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

	Period	Period Ending December 2019	ember 201	6	Period Endi	Period Ending December 2018	ır 2018	Annual FY 2019	610
	1 4 V		Increase (Decrease)	ecrease)	A (1.1.2)	Increase (Decrease)	crease)	1000	% of
	ACLUAI	Dannaer	Amount	%	Actual	Amount	%	Dadger	Actual
Facilities									
Reno-Sparks Convention Center	(1,151,539)	(1,239,395)	87,856	7.1%	(847,630)	(303,909)	-35.9%	(1,191,427)	%2'96
National Bowling Stadium	(1,051,103)	(1,135,910)	84,807	7.5%	(867,256)	(183,847)	-21.2%	(1,618,639)	64.9%
Reno Events Center	(103,317)	(113,639)	10,322	9.1%	(245,232)	141,915	57.9%	23,054	-448.1%
Reno-Sparks Livestock Events Center	(513,118)	(538,402)	25,284	4.7%	(473,899)	(39,219)	-8.3%	(1,038,304)	49.4%
RSCVA Facilities		ı	ı	0.0%	(118,260)	118,260	%0.0	•	%0.0
Wildcreek Golf Course	•	•	ı	0.0%	(155,420)	155,420	100.0%	•	0.0%
Total Facilites	(2,819,077)	(3,027,345)	208,268	%6'9	(2,707,696)	(111,381)	-4.1%	(3,825,315)	73.7%
Sales and Marketing									
Convention Sales	(2,356,922)	(3,104,414)	747,492	24.1%	(2,426,203)	69,281	2.9%	(6,464,273)	36.5%
Tourism Sales	(638,236)	(701,361)	63,125	%0'6	(543,945)	(94,291)	-17.3%	(1,451,138)	44.0%
Marketing	(4,713,031)	(5,076,282)	363,251	7.2%	(4,307,742)	(405,288)	-9.4%	(13,345,062)	35.3%
Total Sales and Marketing	(7,708,188)	(8,882,057)	1,173,869	13.2%	(7,277,890)	(430,298)	-5.9%	(21,260,472)	36.3%
General and Administrative	(1,321,976)	(1,636,777)	314,801	19.2%	(1,393,977)	72,002	5.2%	(2,842,388)	46.5%
Room Tax Revenues	18,644,758	18,706,857	(65,099)	-0.3%	18,396,109	248,649	1.4%	37,292,079	20.0%
Tourism Surcharge	2,687,583	2,642,115	45,468	1.7%	2,684,316	3,267	0.1%	5,207,462	51.6 %
Total Operating Margins	9,483,099	7,802,793	1,680,306	21.5%	9,700,861	(217,762)	-2.2%	14,571,366	65.1%
Capital and Debt Service	(8,402,914)	(10,159,912)	1,756,998	17.3%	(10,092,437)	1,689,523	16.7%	(17,553,170)	47.9%
Total Departmental Margins	1,080,186	(2,357,119)	3,437,305	145.8%	(391,576)	1,471,761	375.9%	(2,981,804)	-36.2%



To: RSCVA Board of Directors

From: Robert Chisel, Director of Finance

CC: Phil DeLone, President/CEO

Bob Lucey, Board Chair

Date: February 27, 2020

Subject: Approval of bid award and contract for Reguest for Proposal 2020-

08 Independent Audit Services to Eide Bailly LLP for auditing services

for the Reno-Sparks Convention and Visitors Authority

Executive Summary

Staff issued Request for Proposal (RFP) 2020-08 on January 13, 2020 for independent audit services. The Authority's current contract for independent audit services expired with the fiscal year 2018-19 financial statements engagement. Staff is recommending awarding a contract to Eide Bailly for a three-year agreement for the amounts of \$61,000 (FY 2019-20), \$63,000 (FY 2020-21), and \$64,000 (FY 2021-22).

Background

An annual audit of a Nevada local government's financial statements by an external independent auditor is required by law. On March 10, 2017, the Board approved a three-year engagement with Eide Bailly LLP for independent audit services, this contract expired with the fiscal year 2018-19 financial statement engagement. Staff determined that these services should be competitively bid, in accordance with procurement best practices.

Staff issued RFP 2020-08 on January 13, 2020 for independent audit services. The RFP was advertised in the Reno-Gazette Journal and the Authority received two proposals. The RFP was reviewed by three RSCVA staff members and one external reviewer from the City of Sparks. The review committee unanimously selected Eide Bailly LLP for independent audit services.

The Eide Bailly LLP engagement letter estimates the audit fees of:

Comprehensive Annual Financial Report – June 30, 2020	\$61,000
Comprehensive Annual Financial Report – June 30, 2021	\$63,000
Comprehensive Annual Financial Report – June 30, 2022	\$64,000



Fiscal Impact

The cost of the independent audit services contract is estimated to be \$61,000 (FY 2019-20), \$63,000 (FY 2020-21), and \$64,000 (FY 2021-22). Funding for the contract will be budgeted in the appropriate fiscal year budget.

Recommendation

Staff recommends award of the bid for Independent Audit Services for the Reno-Sparks Convention and Visitors Authority RFP 2020-08 and approval of the agreement for three years with Eide Bailly for is estimated to be \$61,000 (FY 2019-20), \$63,000 (FY 2020-21), and \$64,000 (FY 2021-22).



CPAs & BUSINESS ADVISORS

February 27, 2020

Robert Chisel
Director of Finance
Reno-Sparks Convention & Visitors Authority
P.O. Box 837
Reno, NV 89504

The following represents our understanding of the services we will provide to Reno-Sparks Convention & Visitors Authority.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of Reno-Sparks Convention & Visitors Authority, as of June 30, 2020, and for the year then ended, and the related notes, which collectively comprise Reno-Sparks Convention & Visitors Authority's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in the Authority's Total OPEB Liability and Related Ratios
- 3) Schedule of Authority's Share of the Net Pension Liability
- 4) Schedule of Authority Contributions

Supplementary information other than RSI will accompany Reno-Sparks Convention & Visitors Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide

an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1) The individual fund statements and schedules, including budgetary comparisons.

Also, the document will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) Introductory Section
- 2) Statistical Section

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, and state and regulatory audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and state and regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter

paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Reno-Sparks Convention & Visitors Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We provided other nonattest services related to Tax Consulting (Notice Response). This nonaudit service does not constitutes an audit under *Government Auditing Standards* and such service was not conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements and;
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and

- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with a significant role in internal control and others where fraud could have a material effect on the financial statements; and
- j. For the accuracy and completeness of all information provided.

With respect to Tax Consulting (Notice Response) and any other nonattest services we may perform, Reno-Sparks Convention & Visitors Authority management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Reno-Sparks Convention & Visitors Authority's basic financial statements. Our report will be addressed to the governing body of Reno-Sparks Convention & Visitor's Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Paul Skeen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June, 2020.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. Our fee for the June 30, 2020 audit will be \$61,000. We will notify you immediately of any circumstances we encounter that could significantly affect the fee. Whenever possible, we will attempt to use Reno-Sparks Convention & Visitors Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the

mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Reno, Nevada.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,
Taul Soon
Paul Skeen
Partner

RESPONSE:
This letter correctly sets forth our understanding.
Acknowledged and agreed on behalf of Reno-Sparks Convention & Visitors Authority by:
Name:
Title:
Date:



To: RSCVA Board of Directors

From: Esther Isaac, Director of Marketing

Cc: Phil DeLone, President & CEO

Jennifer Cunningham, Executive Vice President

Bob Lucey, Board Chair

Date: February 27, 2020

Subject: Review, Discussion and Possible Action Regarding a New Contract for

Media Buying Services; RFQ #2020-06

Executive Summary

The Marketing Department was asked to put the media buying services out to competitive bid. The current contract with EXL Media is set to expire in March 2020. In 2016, the last time RSCVA went through this review, the annual consumer media budget was approximately \$1 million. It is currently \$6.8 million.

The Request for Qualifications (RFQ) was released on December 13, 2019. The proposals where reviewed by committee and recommended to select Birdsall, Voss & Associates, Inc. DBA BVK as the new media buying agency for the RSCVA.

Background/Analysis

EXL Media has been our contracted media buying agency for approximately 10 years and has won the contract through several RFQ reviews. They have performed well for the RSCVA and managed this account extremely well over the course of the contract. However, with the large increase of our media budget and the constantly changing digital marketing environment, staff was directed to release a Request for Qualification for media buying agency.

On December 13, 2019, the Request for Qualifications for media buying services (#2020-06) was released and sent to a number of marketing agencies. The RFQ was also posted on the RSCVA.com website and advertised as required.

A committee of seven qualified representatives from stakeholders (two), a destination management organization (one) and the community (one) along with staff (three) was



established during this time for input and review of the proposals for the purpose of assisting staff with formulating its recommendation to the Board.

Responses were due on January 27, 2020, and we received ten proposals. These proposals were distributed to the committee for independent review and scoring. The score card and weighting were created based on the requested qualification information identified in the RFQ document. After the independent review and scoring, the committee met in person to discuss the results.

Scores were totaled and reviewed. The committee made the decision to invite the top two scoring agencies in for in-person presentations/interviews. BVK and EXL Media were the top scoring agencies and presented to the committee on Friday, February 7, 2020. The committee had the agencies present for 30-45 minutes and were given opportunity to ask questions.

After the presentations, the committee members discussed the information that was presented and their observations. After discussions with the committee, staff recommends BVK as the agency to take over as RSCVA's media planning agency. They deliver all the necessary qualifications for this account and were also the lowest priced bidder coming in with a retainer-based pricing of \$313,600 per year.

BVK has been a valuable partner as RSCVA's integrated marketing agency since May 2016. Having BVK also provide the media services allows for a more integrated approach to the overall marketing planning and execution. This was a key point for the committee.

Fiscal Impact

Funds for media services under this contract will fall within the media budget itself. The compensation requested by BVK in the response is \$313,600 per year. Assuming a \$7 million annual media budget, this represents approximately 4.5% of the media spend and less than the 6% the RSCVA is currently spending.

Recommendation

Staff is recommending the RSCVA Board of Directors authorize the President/CEO to enter into a contract with Birdsall, Voss & Associates, Inc. DBA BVK for media buying services from March 1, 2020, through June 30, 2023, with annual extensions for an additional three years by approval of the board.