

LOCAL PARTNER AGREEMENT

PH International (PH) and the City of Reno hereby enter into this Agreement on the 26th day of March 2024. In consideration of the mutual promises recited herein, PH agrees to contract with the City of Reno (Local Partner), and the Local Partner agrees to work subject to the following terms and conditions:

PH agrees to contract with the City of Reno to serve as a Local Partner for the US-based exchange that will take place in Reno, NV, from September 23 – October 4, 2024. The program is funded by the DOS/Bureau for Educational and Cultural Affairs, Sports Diplomacy Division. The City of Reno will provide support in building a robust program itinerary and in connecting PH with local organizations to work with throughout the exchange.

The City of Reno and April Wolfe, the Local Partner representative for this Agreement, have agreed to the following tasks as part of this contract:

1. Assist in organizing a robust itinerary for Nepalese participants traveling to Reno, NV in September 2024, including, but not limited to the following:
 - a. Organize workshops and seminars on topics related to adaptive sports and outdoor universal accessibility;
 - b. Organize recreational opportunities and excursions to visit with local adaptive sports teams and organizations that serve adaptive athletes;
 - c. Organize a meeting for the group with the Reno Access Advisory Committee;
 - d. Organize a community service opportunity for participants;
 - e. Connect the Sports Exchange Program Manager with other adaptive sports partners in the Tahoe and Bay area;
 - f. Provide recommendations and contacts for hotels, transit companies, and restaurants for the group's lodging, transportation, and meals while in Reno, NV.

The total compensation for the above services as a Local Partner will be \$2,500 in support of a U.S.-based exchange in September.

Payment for this contractual agreement will be dispersed as follows:

- \$2,500 to be paid to the Local Partner via ACH within 14 business days of September 23, 2024 (the first day of the exchange program) for program planning for the inbound exchange to the U.S.

LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed the contract price. The contractor's tort liability shall not be limited.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

PH and the City of Reno agree that there are no other agreements between them pertaining to the contract relationship other than this Local Partner Agreement and that no changes to this Agreement will be effective unless reduced to writing and signed by both parties or their authorized representatives.

The laws of the State of Vermont, including any conflict of law provisions thereof, shall govern the validity of this Agreement, the construction of its terms, and the rights and responsibilities of the parties. As such, the contractor agrees and hereby (1) submits to the personal jurisdiction and venue of the state and federal courts in the State of Vermont, (2) waives any jurisdictional, venue, or inconvenient forum objections to such courts, and (3) consents to extraterritorial service of process.

FOR PH International:
By:



Ann Martin, Executive Director
PH International

FOR LOCAL PARTNER:
By:

April Wolfe
City of Reno