

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this "MOU") is entered into effective as of _____, 2024 ("Effective Date"), the **CITY OF RENO** (the "**CITY**") and the **COMMUNITY HEALTH ALLIANCE**, a nonprofit corporation, ("**CHA**"). The **CITY** and the **CHA** are hereinafter collectively referred to as the "**Parties**."

WHEREAS, the **CHA** is a nonprofit corporation that provides critical healthcare services to a traditionally underserved community; and

WHEREAS, the **CHA** leases and operates the Neil Road Facility located at 3915 Neil Road in Reno, Nevada to provide Health Care Services; and

WHEREAS, the **CITY** is a municipal corporation and charter city of the State of Nevada, duly organized and existing under the laws of the State of Nevada; and

WHEREAS, the City Council allocated \$5 million from the ARPA funds for the Access to Healthcare priority category and approved the Neil Road Facility for said allocation; and

WHEREAS, on April 10, 2024, the City Council approved a consultant agreement with Tectonics Design Group to design the Neil Road Facility Remodel and Expansion Project using American Rescue Plan Act (ARPA) funds; and

WHEREAS, the improvement and expansion of the Facility will be of benefit to the **CITY**, **CHA**, and to the people of the City of Reno; and

WHEREAS, the purpose of this MOU is to establish the process, revisions to the Project and funding if additional sums over the \$5 million are needed for the remodel and expansion; and

WHEREAS, **CHA**'s current lease expires June 30, 2025; the Parties agree they will renegotiate a new long lease terms and structure based on Council direction on the proposed term sheet.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated in to this agreement, mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Obligations of the Parties.

A) CITY Obligations:

- 1) Project delivery through the design-bid-build procurement process. **CITY**'s obligation to proceed with an award to construct is contingent upon **CHA**'s obligation to cover the funding gap.

B) CHA's Obligations:

- 1) Provide funding to cover any gap over the allocated \$5 million at time of bid award.

Section 2. Lease. CHA's obligation, as contained in Section 1(B), is contingent upon the successful execution on a new long term lease as described in the term sheet attached.

Section 3. Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date, and shall continue until all obligations are completed.

Section 4. Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, partners or partners of a joint venture.

Section 5. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery; or
- (ii) US Mail, in which case notice shall be deemed delivered on receipt.

CITY: City of Reno
 One East First Street
 P.O. Box 1900
 Reno, Nevada 89505
 Attn: Kerrie Koski, Director of Public Works

CHA : Community Health Alliance
 680 South Rock Blvd.
 Reno, Nevada 89502
 Attn: Oscar Delgado, Chief Executive Officer

Section 6. Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such Invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

Section 7. Entire Agreement; Amendments In Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with

respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Section 8. Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

Section 9. Captions. The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11. Governmental Immunity. Nothing in this agreement is to be construed as or intended by the CITY as a waiver of its governmental immunity and the CITY will assert any and all of the provisions and protections afforded to it under Chapter 41 of the Nevada Revised Statutes or other applicable laws.

COMMUNITY HEALTH ALLIANCE

By:  _____

Its: CEO, COMMUNITY
HEALTH ALLIANCE

CITY OF RENO

By: _____

Mayor, City of Reno

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney