

## **Memorandum of Funding Agreement between City of Reno and Sierra Nevada Community Aquatics, Inc.**

This agreement is entered into between **City of Reno** (hereafter referred to as "City") and **Sierra Nevada Community Aquatics, Inc.** (hereinafter referred to as "SNCA"). The agreement between the City and SNCA is a collaboration to promote an even greater user experience at the Moana Springs Community Aquatics and Fitness Center ("Moana").

**Equipment:** Facility enhancements at Moana are agreed to include the following, hereby referred to as Equipment:

- 1. Second scoreboard to the planned timing system.** The total cost of the additional scoreboard (excluding infrastructure) is anticipated to be \$98,328.70 to include the scoreboard, shipping, installation and incorporation into the timing and video systems.
  - a. SNCA intends to provide \$98,328.70 to enable the timely installation of this secondary scoreboard at Moana.
  - b. Secondary scoreboard will include the capability for display of distinct content in addition to duplicating the planned first scoreboard (not simply a mirror display). The cost for the controller and additional hardware to add this capability is \$8,248.30.
  - c. The secondary scoreboard is to be located by the City at a location as agreed upon by SNCA and as depicted in Exhibit A (SNCA approves of purple or green hashed area). In addition, SNCA will have the right to place a donor name on this scoreboard as it desires.
  - d. The City will fully fund the infrastructure needed to accomplish installation of a second scoreboard to the planned timing system. Infrastructure includes electrical and data conduit, structural mounting, paint and finishing work to prepare for installation of the additional scoreboard. The total cost of infrastructure work to be paid by the City to enable the installation of the secondary scoreboard is anticipated to be \$35,357.87.
- 2. Four (4) wall mounted digital pace clocks.** The total cost for four wall mounted digital pace clocks is estimated to be \$25,449.00. This estimate includes the necessary infrastructure and electrical and conduit systems to enable installation of four pace clocks with capability to be synchronized, the procurement, shipping, installation, and incorporation into the overall timing system.
  - a. SNCA intends to provide \$25,449.00 to enable the timely installation of four wall mounted digital pace clocks at Moana.
  - b. The wall mounted pace clocks are to be located by the City at a height and in or near locations as agreed upon by SNCA and as depicted in Exhibit B (Option 2 is SNCA approved).
- 3. Any cost overages incurred completing the installation of Equipment, including additional infrastructure of procurement costs, will solely be the responsibility of the City.**
- 4. Agreed upon Equipment specific features are further specified in Exhibit C.**

**Term:** This agreement shall be in effect from acceptance until the City fully completes the construction of the facility to include Equipment after which the agreement will be terminated.

**Responsibilities of each party:**

- a. Identify a point person(s) from the City of Reno and SNCA to address all matters related to this agreement.
- b. City agrees that the Equipment are to be procured and installed in fully operational condition by the City to at least meet the features and standards specified in this Agreement.
- c. City agrees to fund and facilitate any and all infrastructure related improvements related to the secondary scoreboard in Moana Springs Community Aquatics Fitness Center.
- d. City agrees to add Equipment to the scope of work at the Moana Springs Community Aquatics and Fitness Center and will assure Equipment is installed prior to the completion date of construction of the facility.
- e. SNCA agrees to contribute \$125,000.00 to the City of Reno to support the installation of Equipment as additions to the planned timing system. Any surplus from the SNCA contribution will be applied to the City cost for infrastructure. Any cost above the SNCA contribution will be absorbed by the City.
- f. In the event either party fails to perform as described herein, SNCA or City will be reimbursed proportionately by the party in breach of this agreement to the degree of such failure as determined solely by non-breaching party. For example, if the four wall mounted clocks are not installed, or are installed with features less than specified in the exhibits a refund proportional to the breach will be made at SNCA's discretion.
- g. Any public recognition of the SNCA contribution should be acknowledged as support from the Sierra Nevada Community Aquatics Fund at the Community Foundation of Northern Nevada.

**Additional Responsibilities and Terms of the Agreement:**

- a. Both parties agree to abide by all applicable provisions and regulations of the federal, state, and city laws and ordinances.
- b. Amendment: This agreement may be modified or amended with the written approval of both parties, provided the party proposing a modification or amendment submits the same in writing to the other party at least thirty (30) days in advance to allow for negotiations and Board approval as may be required.
- c. Minimum of Fourteen (14) day notice of any changes to the undersigned Liaisons.
- d. Termination: This agreement may be terminated with 90 days notice if the conditions of the contract are not met and the party in error is given at least 30 days to remediate any infractions.
- e. Applicable Law: This agreement shall be governed by the laws of the State of Nevada.
- f. Entire Agreement: The agreement is the entire and only agreement between the parties and supersedes all prior understandings and practices between the parties.

- g. 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 SNCA, for the fiscal year budget in existence at the time of the breach.
- h. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law SNCA 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 SNCA, its officers, employees and agents.
- i. 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.

**Acknowledged, Accepted, and Approved:**

By: \_\_\_\_\_ Date: 06/12/24

Hillary Schieve, Mayor

City of Reno

By:  \_\_\_\_\_ Date: 6/12/24

Harry L Hobson, President

Sierra Nevada Community Aquatics

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ryan McElhinney, Deputy Attorney

City of Reno – City Attorney's Office

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mikki Huntsman, City Clerk

City of Reno