

# **AGREEMENT FOR TEMPORARY DONATION OF ARTWORK FROM THE CITY OF RENO TO WASHOE COUNTY FOR DISPLAY AT THE WASHOE COUNTY REGIONAL MEDICAL EXAMINER'S OFFICE**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of September, 2017 (the "Effective Date"), by and between the CITY OF RENO ("City"), a public body, corporate and politic, and WASHOE COUNTY ("County"), a political subdivision of the State of Nevada, for the temporary donation of three pieces of artwork to be placed at the Washoe County Regional Medical Examiner's Office ("Examiner's Office").

## **RECITALS**

WHEREAS, in January 2017, the Examiner's Office moved into a brand new, state-of-the-art facility, located at 990 East Ninth Street in Reno, Nevada; and

WHEREAS, City wishes to temporarily donate three pieces of artwork to the County to display at the Examiner's Office.

NOW, THEREFORE, for good and valuable consideration and subject to all terms and conditions of this Agreement, City and County hereby agree as follows:

## **SECTION 1: DEFINITIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **CITY:** City of Reno, P.O. Box 1900, Reno, NV 89505 (Street Address: One E. First Street, Suite 800, Reno, NV 89501). Primary Contact: Alexis Hill, Arts, Culture and Special Events Manager at (775) 326-6697.
- 1.2 **COUNTY:** Washoe County Regional Medical Examiner's Office, 990 East Ninth Street, Reno NV 89512. Primary Contact: Justin Norton at (775) 785-6114.
- 1.3 **ARTWORK:** The three pieces of art are: "Reno Sunset" by Jim Zlokovich; "Stillwater National Wildlife Refuge" by Peter Goin, and "Mining Road" by Jean LeGassick. Pictures of all three pieces of art are attached to Agreement as Exhibit A.

## **SECTION 2: RESPONSIBILITIES OF COUNTY**

- 2.1 County is solely responsible for all costs associated with the installation, and long-term maintenance and repair of the Artwork, as long as the Artwork is in possession of the County.

- 2.2 County shall faithfully maintain and repair the Artwork in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature.

### **SECTION 3: RESPONSIBILITIES OF CITY**

- 3.1 City shall remove the Artwork, in its sole discretion, if repairs and maintenance by County are not kept up and/or as necessary to ensure public safety.

### **SECTION 4: TERMINATION**

- 4.1 The term of this agreement shall be for three (3) years from the Effective Date. By written amendment pursuant to paragraph 6.7, this Agreement may be extended up to two (2) one-year terms, for a total length of time not exceeding five (5) years. This Agreement may be terminated unilaterally by either party for any reason upon providing ten (10) days written notice to the other party.

### **SECTION 5: INSURANCE AND INDEMNIFICATION**

- 5.1 **Insurance:** The parties agree that the value of the Artwork for the entire term of this agreement shall be a sum not to exceed \$ 10,000. City maintains property insurance, and agrees to insure damage to the Artwork, with maximum exposure limits equal to the value of the Artwork as set forth in this paragraph. The City's total maximum exposure to Artwork for claims, demands, losses and damages arising out of or related to breach of this Agreement or damage to the Artwork, including attorney's fees and costs, shall not exceed the value of the Artwork as set forth in this paragraph. City retains all immunities, defenses and tort limitations, including those set forth in Chapter 41 of the Nevada Revised Statutes, or otherwise provided in law and equity.
- 5.2 **Indemnification and hold harmless:** County shall exonerate, indemnify, defend and hold City, its officers, agents, employees and volunteers, harmless from and against any claims, arising out of, or in any manner connected with County's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the City. In addition, County understands that the insurance coverage obtained by City in accordance with paragraph 5.1, may have exclusions for damages pertaining to occurrences such as war, nuclear, or pollution, and that such insurance coverage may provide for certain deductibles and the timing to repair damages may be dependent upon the ability of City to fund such deductibles. County retains all immunities, defenses and tort limitations, including those set forth in Chapter 41 of the Nevada Revised Statutes, or otherwise provided in law and equity.

### **SECTION 6: MISCELLANEOUS PROVISIONS**

- 6.1 **Compliance with Laws:** The parties to this Agreement will perform their obligations under this Agreement in compliance with current Federal, State and local laws and ordinances.

- 6.2 Jurisdiction:** This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.
- 6.3 Dispute Resolution:** If both parties agree, all claims, counterclaims, disputes and other matters in question between City and County arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action. The parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.
- 6.4 Failure to Enforce:** The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- 6.5 Attorney's Fees and Costs:** Within the limitations set forth in this Agreement, in the event either party brings any action to enforce any of the provisions of this Agreement or is required to defend any action brought by the other party with respect to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reimbursement for the prevailing party's actual costs in connection with such action, including reasonable attorney's fees.
- 6.6 Assignment:** This Agreement shall not be assigned or transferred without prior written approval of all parties.
- 6.7 Modification of the Agreement:** No modification or amendment of the terms of this Agreement shall be effective unless written and signed by authorized representatives of the parties hereto.
- 6.8 Communication:** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid, as follows:

City: City of Reno  
Attention: Arts, Culture and Special Events Manager  
P.O. Box 1900  
Reno, Nevada 89505

County: Justin Norton  
990 East Ninth Street  
Reno, NV 89512

A change in the designation of the person or address to which requests, notices and reports shall be delivered is effective when the other party has received notice of the change by certified mail.

**6.9 Joint Preparation:** This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

**6.10 Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the effective date.

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**6.11 Electronic Signature:** An electronic or facsimile signature on this Agreement shall be valid for all purposes.

**IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.**

**CITY:**

**BY:** \_\_\_\_\_  
Hillary Schieve, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT**

**BY:** \_\_\_\_\_  
Reno City Clerk

**BY:** \_\_\_\_\_  
Deputy City Attorney

**COUNTY:**

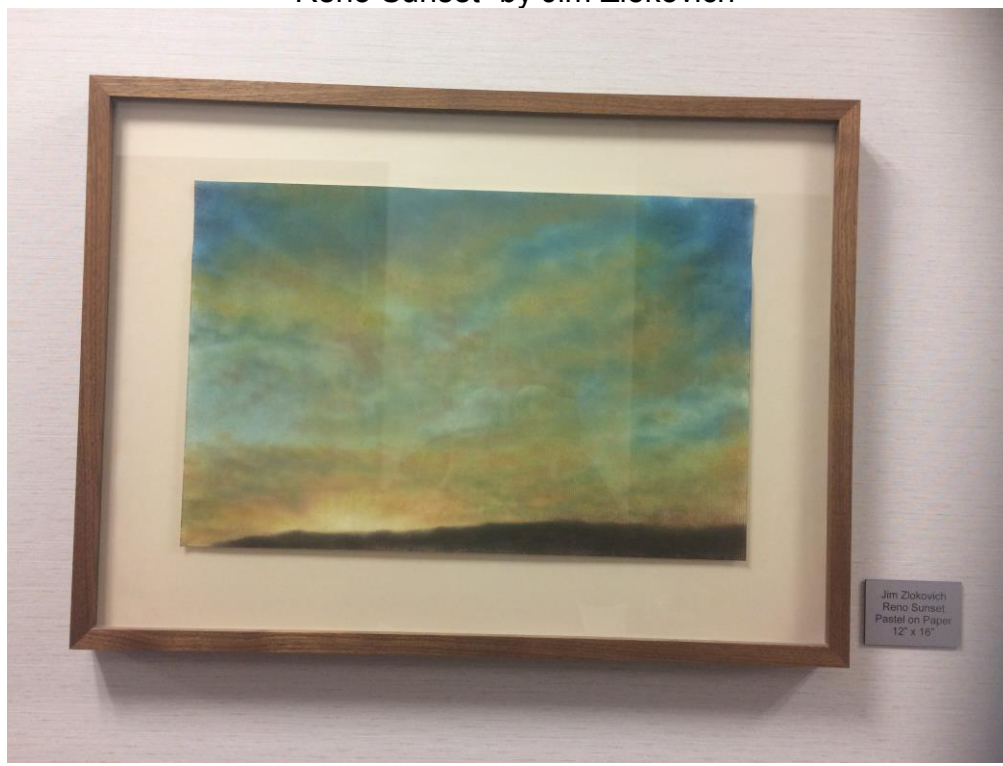
**BY:** \_\_\_\_\_  
Bob Lucey, Chair

**ATTEST:**

**BY:** \_\_\_\_\_  
Washoe County Clerk

**EXHIBIT A**

"Reno Sunset" by Jim Zlokovich



"Stillwater National Wildlife Refuge" by Peter Goin



"Mining Road" by Jean LeGassick.

