

ADDENDUM #2
to the
AGREEMENT FOR GOLDEN EAGLE REGIONAL PARK CONCESSION SERVICES

WHEREAS, on July 13, 2009, City of Sparks (City) and SBAL, LLC (Contractor), entered into an Agreement for Golden Eagle Regional Park Concession Services (Agreement);

WHEREAS, the Agreement was reached between City and Contractor regarding RFP 08/09-022 for the provision of a food concession business at Golden Eagle Regional Park (Park); and

WHEREAS, Contractor has successfully operated the food concession business known as Red's Golden Eagle Grill at the Park and timely paid its rent obligations to City since approval of the Agreement; and

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, on March 12, 2020, the Governor of the State of Nevada declared an emergency due to the impacts and risks of person-to-person transmission of COVID-19 in order to coordinate state and local resources to save lives, protect property, and protect the health and safety of persons in the State of Nevada; and

WHEREAS, on March 15, 2020, the Governor of the State of Nevada ordered that all kindergarten through twelfth grade schools in the State of Nevada be closed beginning on March 16, 2020, in order to slow the person-to-person transmission of COVID-19; and

WHEREAS, on March 15, 2020, the City of Sparks declared a local state of emergency due to the extreme risk of person-to-person transmission of COVID-19 and the resulting impacts to the health, safety, welfare, and property of inhabitants of and visitors to the City; and

WHEREAS, in order to slow the person-to-person transmission of COVID-19, on March 15, 2020, the City of Sparks cancelled all tournaments at the Park through at least April 30, 2020; and

WHEREAS, on March 24, 2020, the Governor of the State of Nevada ordered local governments, including the City, to limit the public's use of recreational equipment including baseball and football fields such as those available in the Park; and

WHEREAS, on May 7, 2020, the Governor of the State of Nevada extended the declaration of emergency and related directives to May 30, 2020, and directed Nevadans not to congregate in groups and to stay in their residences, subject to certain limited exceptions; and

WHEREAS, on March 2, 2021, the Governor of the State of Nevada issued guidance for Adult and Youth Sports that allows for limited reopening of "minimal contact sports" such as baseball, softball and soccer including tournaments that have received approved safety and security plans from the State.

WHEREAS, the limited reopening of tournaments, leagues, and other events at the Park has a significant negative financial impact on Contractor's business at the Park; and

WHEREAS, it is in the best interests of City, Contractor, and the public that Contractor be able to continue its food concession business at the Park once the state of emergency is terminated and tournaments and events at the Park may safely resume;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, the Parties agree as follows:

A. Monthly Payments

1. This Addendum shall have no effect on the calculation or timing of Contractor's percentage rent based on Contractor's annual sales.
2. City agrees to waive Contractor's monthly rent obligations for the months of January, February, and March of 2021.
3. Beginning on April 1, 2021, Contractor's monthly rent obligation shall be reduced to FOUR THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS (\$4,167.00) per month through December 31, 2021. In the event the Park's fields close, this reduced monthly rent obligation shall be prorated based on the number of days the park was open during the month. The Park's fields shall be considered "open" regardless of any limitations on capacity or attendance, applicability of social distancing guidelines, or other requirements if the State of Nevada and the City allow use of the Park's fields for practices and/or games.

B. Small Business Administration Loans or Grants

Contractor shall notify City, in writing, within ten (10) business days of receiving any loan or grant through the United States Small Business Administration, including but not limited to the Paycheck Protection Program. Such notice shall include, at a minimum, the amount and type of the loan or grant.

C. Term of Addendum

This Addendum shall take effect immediately upon execution by both Parties and shall remain in effect through December 31, 2021. Except as specifically stated in this Addendum, all provisions of the Agreement remain in full force and effect during the term of this Addendum. All provisions of the Agreement shall resume in full force and effect on January 1, 2022.

D. Termination

Either Party may terminate this Addendum for any reason upon thirty (30) days' written notice to the other Party. Termination of this Addendum shall not terminate the Agreement,

but termination of the Agreement according to its terms shall have the effect of terminating this Addendum. Any obligation accrued under either the Agreement or this Addendum at the time of termination or expiration of this Addendum shall survive the termination or expiration, as the case may be.

IN WITNESS WHEREOF, the City of Sparks and SBAL, LLC, have caused this Addendum to be duly executed by their representatives this _____ day of _____, 2021.

CITY OF SPARKS

SBAL, LLC

Ed Lawson, Mayor

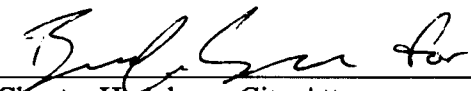
By: 

Jack Sterling, Managing Member

Attest:

Lisa Hunderman, City Clerk

Approved as to Form:



Chester H. Adams, City Attorney