

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FERNLEY AND
COUNTY OF LYON FOR LOCATION OF FERNLEY
SENIOR CENTER**

This Memorandum of Understanding ("MOU"), is made and entered into by and between the City of Fernley, a political subdivision of the State of Nevada ("City") and the Lyon County, a political subdivision of the State of Nevada ("County").

RECITALS:

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, is organized and governed pursuant to the provisions of Chapter 266 of the Nevada Revised Statutes; and

WHEREAS, Lyon County, a political subdivision of the State of Nevada, is governed by Chapter 244 of the Nevada Revised Statutes; and

WHEREAS, County desires to construct the Fernley Senior Center and office space for Lyon County Human Services in the City of Fernley in order to improve the services and facilities for County and City residents, and to replace the existing Fernley Senior Center which is inadequate to meet the needs of the community; and

WHEREAS, City owns property on Lois Lane, commonly known as the Depot Property, that is in a desirable location for the Fernley Senior Center, and City desires to locate a community center at the same location to provide efficient and valuable services to residents of City in a central and desirable location; and

WHEREAS, the City and County desire to work in a cooperative effort to provide services for seniors and other residents which maximize the use of City and County resources; and

WHEREAS, to facilitate such cooperative efforts, the City and County desire to enter into the MOU for the joint planned development of the Fernley Senior Center and the Fernley Community Center and multi-use facility on the City owned property commonly referred to as the Depot Property; and

WHEREAS, this Agreement benefits the health, safety and welfare of the citizens of the City and the County, by, inter alia, providing for the current and future needs of the citizens of the City and the County by making the best use of limited resources and advancing the development of a new senior center and community center.

NOW, in consideration of the foregoing premises, the City and the County hereby enter into this Memorandum of Understanding on the following terms and conditions:

1. **PARTIES.** This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Fernley ("CITY") and Lyon County ("COUNTY").

2. **PURPOSE.** The purpose of this MOU is to establish the guidelines for building the Lyon County Fernley Senior Center and Human Services Office Building at the Depot property in the City of Fernley, co-locating the Fernley Community Center at the same location, and developing a real property Lease between the City and County, arranging for connection of water and sewer and other City services to the property, developing the site for integration with other nearby County and City facilities and other matters related to efficient development of the property.

3. **TERM.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of parties. It shall remain in full force and effect until the Fernley Senior Center is constructed on the Depot property, another site is selected and approved by COUNTY, or until the MOU is terminated by agreement of the parties.

4. **PLANNING, DESIGN AND LOCATION OF FERNLEY SENIOR CENTER.** CITY AND COUNTY agree to work cooperatively in their planning efforts to facilitate the design and construction of the County's Senior Center and Human Services office facilities in conjunction with the City's future plans to construct a Community Center and multi-use facility on property of the City commonly referred to as the Depot Property which is owned by the City.

5. **DEVELOPMENT OF LAND LEASE.** The City and County agree to develop a land lease that will allow the County to construct a building at the Depot to provide services to our joint residents while at the same time allowing the City to develop its community center and multi-use facility on the same real property.

6. **SUBMISSION OF GRANT AND OTHER FUNDING APPLICATIONS.** The parties agree to cooperate in the submission of grants or other funding applications to fund the projects contemplated herein, to include providing documentation and review of applications.

7. **PAYMENT.** No payment shall be made to either party by the other party as a result of this MOU.

8. **GENERAL PROVISIONS.**

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Nevada. The courts of the State of Nevada shall have jurisdiction over any action arising out of this MOU and over the parties.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this

MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

ACKNOWLEDGMENT AND EXECUTION: In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY OF FERNLEY

DATED this 1st day of November, 2017.

CITY MANAGER


Daphne Hooper, City Manager
Telephone: 775-784-9800
Fax: 775-784-9967



DAPHNE HOOPER

ATTESTING OFFICERS:

CITY CLERK



Kim Swanson, City Clerk

MAYOR



Roy Edgington, Mayor, City of Fernley

CITY ATTORNEY

I have reviewed this MOU and approve as to its legal form.



BRANDI JENSEN

LYON COUNTY:

DATED this 2 day of November, 2017.

COUNTY MANAGER

Jeff Page, County Manager
Telephone: 775-463-6531



JEFF PAGE, County Manager

BOARD OF LYON COUNTY COMMISSIONERS



By: Bob Hastings, Chairman

Attest:



Nikki Bryan, County Clerk
By: Deputy Clerk

DISTRICT ATTORNEY

I have reviewed this MOU and approve as to its legal form.



STEPHEN B. RYE