

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF FERNLEY

AND

THE COUNTY OF LYON

THIS Agreement, made and entered into this _____ day of _____, 20____, by and between CITY OF FERNLEY, a political subdivision of the State of Nevada, hereinafter referred to as CITY, and LYON COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, together hereinafter referred to as the PARTIES:

WITNESSETH:

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and

WHEREAS, Lyon County, a political subdivision of the State of Nevada, pursuant to NRS Chapter 244; and

WHEREAS, COUNTY and CITY are authorized pursuant to NRS 277.180 to enter into this agreement; and

WHEREAS, the City and the County desire to provide effective and cost-efficient services to their communities; and

WHEREAS from time to time the City and County may provide cost-efficient services by sharing, renting, and/or jointly using facilities, land, resources, and other tax-payer items; and

WHEREAS, all parties will benefit from a cooperative effort in the various amendments attached; now

1. **THEREFORE**, the City and County hereby enter into this agreement:

2. **GENERAL PROVISIONS.** The terms set forth in this Agreement are intended by the Parties as a final expression of agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or any contemporaneous oral statement. This Agreement is a complete and exclusive statement of the Parties' agreement which may not be explained or supplemented by evidence of additional terms. This Agreement may not be altered or modified except by written instrument signed by each of the Parties or as otherwise provided by order of a court of Lyon County.

3. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other for the purposes as set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

4. **CONSIDERATION:** Consideration shall be as written in each Addendum.
5. **INDEMNIFICATION.** To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action.
6. **LIMITED LIABILITY.** The parties do not waive, and intend to assert, NRS Chapter 41 and other liability limitations in all cases.
7. **COOPERATION.** The parties hereto agree to provide to the other such mutual assistance and cooperation to enable the terms and conditions of this Agreement to be carried out with the least expenditure of time, personnel, and funds.
8. **AMENDMENTS.** Amendments may only be created between the parties, in writing, and executed with the same formality of this Agreement.

9. **INTERPRETATION.** This Agreement shall be interpreted according to the laws of the State of Nevada.

10. **NO THIRD-PARTY BENEFICIARIES.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this Agreement.

11. **ACCOUNTING.** Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

12. **ASSIGNMENT, TRANSFER OR DELEGATION.** No party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other parties.

13. **AUTHORITY TO ENTER INTO AGREEMENT.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

14. SEVERABILITY. 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable. This Severability Clause will only have effect when an unenforceable provision does not undermine the primary purpose of this agreement.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its remedies or rights as to any other breach.

16. ADVICE OF COUNSEL. Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys.

17. ATTORNEYS' FEES, COSTS, AND EXPENSES. Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

18. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Agreement 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 this Agreement after the intervening cause ceases.

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THIS Agreement approved and accepted by the Board of Lyon County
Commissioners, this _____ day of _____, 20_____.

BOARD OF LYON
COUNTY COMMISSIONERS

CHAIRMAN

Attest:

County Clerk

THIS Agreement approved and accepted by the City of Fernley City Council, this
_____ day of _____, 20_____.

CITY OF FERNLEY

MAYOR

Attest:

City Clerk