

INTERLOCAL PURCHASE AGREEMENT

THIS Agreement, made and entered into this _____ day of _____, 2021, 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, for the purchase of a custom Sentinel armored response vehicle (the “VEHICLE”) purchased through International Armored Group (IAG) for a total cost of \$318,100:

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, organized pursuant to NRS Chapter 244; and

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

WHEREAS, NRS 334.030 authorizes the Board of Lyon County Commissioners to purchase any real or personal property necessary for the use of the county; and

WHEREAS, the CITY has sent payment to IAG for the total cost of the vehicle; and

WHEREAS, the vehicle is in the process of being built; and

WHEREAS, LYON COUNTY wishes to purchase the vehicle from the CITY for a total cost of \$318,100; and

WHEREAS, the purpose of this Agreement is for the sale of the vehicle to the COUNTY by the CITY.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the CITY and COUNTY agree as follows:

1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by the Lyon County Board of County Commissioners.
2. **DEFINITIONS.** “COUNTY” means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. “CITY” means

the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266. The COUNTY and the CITY are also referred to as “Parties” in this Agreement.

- 3. CONSIDERATION.** Upon full execution of this Agreement by both Parties, and no later than October 15, 2021, the County hereby agrees to remit payment in the amount of \$318,100 payable to the City for the purchase of a custom Sentinel armored response vehicle. (See technical specifications and actual invoice for the vehicle attached).

The transfer of the Purchased Vehicle by the City to the County shall be affected by a bill of sale or other instrument of transfer as specified.

Upon receipt of payment by the County to the City, the City shall instruct IAG to deliver the vehicle to the County upon completion of the build.

Upon delivery of the vehicle to the County, title shall be placed in the County’s name and all costs related to the vehicle shall be borne by the County.

The City shall take all necessary action to authorize the execution, delivery and performance of this Agreement and all other documents contemplated hereby, including without limitation the Transfer Documents.

- 4. 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.
- 5. INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other for the purposes as set forth in 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. 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.
- 6. NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address.
- 7. 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/or 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.

8. **LIMITED LIABILITY.** The Parties do not waive, and intend to assert, NRS Chapter 41 and other liability limitations in all cases.
9. **AMENDMENTS.** Amendments may only be created between the Parties, in writing, and executed with the same formality of this Agreement.
10. **TERMINATION OF AGREEMENT.** Notwithstanding anything contained herein to the contrary, this Agreement, and the obligations of the Parties hereto, may be terminated upon the mutual agreement of the Parties.
11. **INTERPRETATION.** This Agreement shall be interpreted according to the laws of the State of Nevada.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. CONFIDENTIALITY. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by the Party to the extent that such information is confidential by law or otherwise required by this Agreement.

18. 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.

THIS Agreement approved and accepted by the Board of Lyon County Commissioners, this _____ day of _____, 2021.

BOARD OF LYON
COUNTY COMMISSIONERS

CHAIR

Attest:

County Clerk

THIS Agreement approved and accepted by the City of Fernley City Council, this _____ day of _____, 2021.

CITY OF FERNLEY

MAYOR

Attest:

City Clerk