

AMENDMENT A

TO THE INTER-LOAL CONTRACT
BETWEEN THE CITY OF FERNLEY AND NORTH LYON FIRE DEPARTMENT

This Amendment A to the Inter-Local Contract between the City of Fernley and North Lyon Fire Department is entered into this 6th day of October, 2021, by and between The City of Fernley ("City"), and North Lyon Fire District ("District"); also referred to as "The Parties."

On the 7th day of July 2020, the City and District entered into a Contract for services including legal services. The parties hereby wish to amend Section 6 of the contract to read and be replaced as follows:

"City agrees to provide legal services, but for litigation and conflict issues, for an annual flat fee of \$20,000 annually, payable July 1st in advance of the upcoming year. The Parties agree that said funds are only to be used to hire and/or contract for *additional* staffing for the City Attorney's Office ~~or a bonus to the City Attorney~~. Either party may terminate this portion of the contract with a written 30-day notice to the address below. The rest of the contract shall remain in force otherwise. All parties agree that the City Attorney can terminate this portion of the contract unilaterally and without the need of approval from the City Council or anyone else. Upon termination, the flat fee will be refunded at a pro-rated daily charge. Parties agree and understand City will not be required to provide legal services for Fire Board Agenda items or have a lawyer at the Fire Board Meeting

AM Per Board instructions.

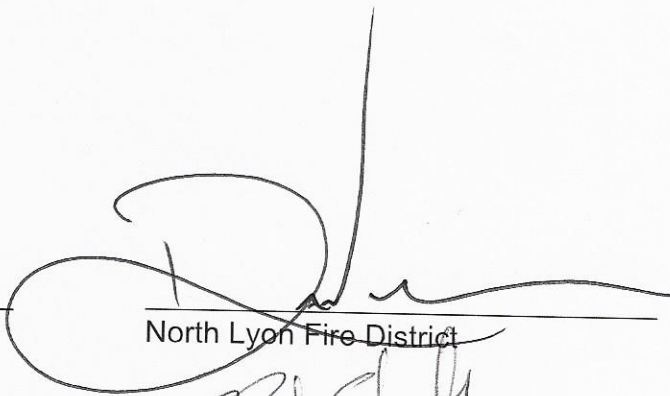
generally. However, the Fire Chief may request said review and/or appearance. District shall give as much notice as possible on said items and appearances and shall try to notify with a minimum of 30 days' notice for Board meeting appearances. City shall bill District annually on July 1st and said payment shall be in advance for the following budget year. District agrees to pay said invoices within 30 days. Failure to pay said invoice timely shall result in \$100 late fee per month. Nothing in this paragraph shall prevent District from contracting out any legal services to another lawyer/firm. The parties acknowledge that from time-to-time conflicts may arise which prevent the City from providing legal services to the District. District agrees that it will obtain independent legal representation to handle any legal issues which give rise to such a conflict. District will be responsible for paying all costs and fees associated with obtaining the independent counsel to handle conflict issues.”

The Parties hereby approve and consent to the Amendment changes above. All other terms and conditions in the Contract that are not modified by this Amendment A, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment A, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

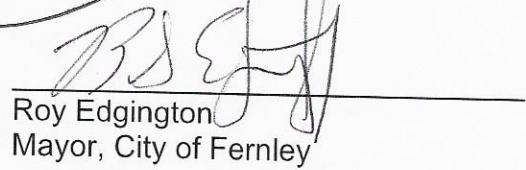
THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED 11/14/2021



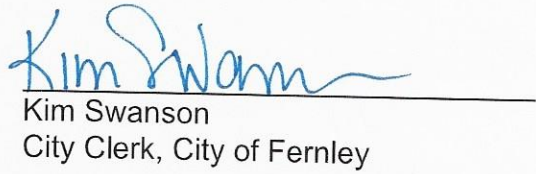
North Lyon Fire District

DATED: 10/6/2021



Roy Edgington
Mayor, City of Fernley

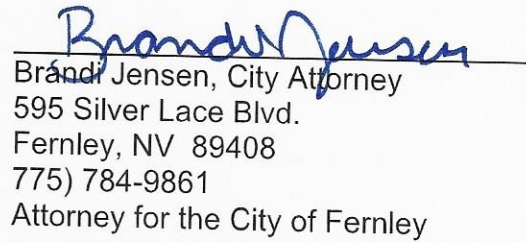
Attest:
DATED: 10/6/2021



Kim Swanson
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: 10/11/2021



Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley