

CONTRACT FOR FIXED FEE SERVICES

This contract is entered into by The City of Fernley and The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, College of Business (hereinafter referred as Contractor).

1. CONTRACT TERM. Notwithstanding the dates upon which it is executed by the parties, this Contract shall be effective from 1/1/2022 to 6/30/2022

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that Contractor will provide the services specified: A Comprehensive Economic Development Strategy for the City of Fernley, Nevada as outlined in the 11/22/2021 attached proposal (Exhibit A). The City of Fernley will pay the Contractor a fee not-to-exceed \$ 6000 for services provided.

3. ASSENT. The parties agree that any attachments are incorporated by reference and are part of this Contract. Absent a written amendment to this Contract, the parties further agree the Contract provisions prevail over the provisions that may appear in any attachment. .

4. CONTRACT TERMINATION. Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this agreement at any time and for any reason. In the event of termination, all unpaid sums owed to Contractor shall be immediately due and payable as of the date of termination.

5. DEFAULT. In the event of a default, the non-defaulting party may elect to continue the contract or to terminate it. If termination is elected, the non-defaulting party shall give the defaulting party written notice of termination, which shall be effective upon receipt by the defaulting party. All unpaid sums owed to Contractor shall be immediately due and payable as of the date of termination.

6. DEFAULT DEFINED:

6.1 By Contractor: Contractor shall be in default if any of the following occur:

6.1.1: Failure to timely deliver the services specified in Exhibit A in a timely manner, if the Contract provides that time is of the essence.

6.1.2: Failure to provide services that conform to the specifications set forth in Exhibit A.

6.1.3: Loss of any license necessary for providing the services set forth in Exhibit A.

6.2 By The City of Fernley

6.2.1: Failure to timely pay any sum due and owing Contractor.

7. LIMITED LIABILITY. Neither party will be liable for punitive damages or liquidated damages. Damages for any default or breach by The City of Fernley shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

8. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused part is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

9. INDEMNIFICATION. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“Contractor”) shall indemnify, defend and hold harmless the The City of Fernley from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of the agreement. The University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The University’s indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.0305 to \$100,000.00 per cause of action.

The The City of Fernley shall indemnify, defend and hold harmless the University, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the The City of Fernley or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

10. INDEPENDENT CONTRACTOR. Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is

acting as an independent contractor, and neither Party shall have the authority to bind the other or the other's representatives in any way.

Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of The City of Fernley

11. LICENSES AND INSURANCE. The Nevada System of Higher Education is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. Contractor shall also procure, pay for and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

12. WAIVER OF BREACH. Failure to declare a breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights and remedies as to any other default or breach.

13. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

14. ASSIGNMENT/DELEGATION. Neither party shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

15. PUBLIC RECORDS. Pursuant to Chapter 239 of the Nevada Revised Statutes, this Agreement may be open to public inspection and copying. Upon request, NSHE will have a duty to disclose this Agreement, except for any portions thereof that are made confidential by law.

16. GENERAL WARRANTY. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to the specifications set forth in the incorporated attachment.

17. GOVERNING LAW; JURISDICTION. This contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

18. FUNDING OUT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period to fund the operation or program from which services for this agreement are produced, then this agreement shall terminate on the last day of the fiscal period for which appropriations were received without constituting a breach by Contractor.

19. ACKNOWLEDGEMENT, EXECUTION & PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

Greg Mosier, Dean, The College of Business

Date

Representative, The City of Fernley

Date