

CITY OF FALLON AND CHURCHILL COUNTY MAINTENANCE AGREEMENT FOR SOFTBALL FIELDS

This Maintenance Agreement (the "Agreement") is entered into as of _____, 2026, by and between the City of Fallon, a municipality organized and existing under the laws of the State of Nevada ("City"), and the County of Churchill, a political subdivision of the State of Nevada ("County"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties have jointly developed or are involved in the operation of softball fields and related facilities that span properties owned by the City and properties owned by the County;

WHEREAS, certain portions of the Project are subject to obligations under the Southern Nevada Public Land Management Act ("SNPLMA"), requiring that the facilities remain in use for recreational purposes for a period of at least 99 years from the date of initial project completion;

WHEREAS, the Parties desire to allocate maintenance and operational responsibilities for the Project to ensure its continued functionality, compliance with federal obligations, and efficient use for public benefit;

WHEREAS, the Parties agree that the City shall be responsible for maintaining and operating those portions of the Project located on City Property, and the County shall be responsible for maintaining and operating those portions of the Project located on County Property; and

WHEREAS, the Parties further agree to ensure no removal or permanent closure of facilities during the 99-year SNPLMA period.

WHEREAS, to meet federal obligations under SNPLMA, as defined in this agreement, the County and City may perform certain maintenance on property owned by the other party accordingly to ensure continued use of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- a. "Project" means the softball fields and related facilities, including but not limited to playing fields, bleachers, lighting, parking areas, restrooms, splash pads and ancillary infrastructure, located on both City Property and County Property.
- b. "City Property" means the real property commonly known as 447 N. Maine Street (further identified by Churchill County Assessor's Parcel Number 001-011-03) and 481 N. Broadway Street (further identified by Churchill County Assessor's Parcel Number 001-051-26) owned by the City on which portions of the Project are situated.
- c. "County Property" means the real property commonly known as 376 N. Maine Street (further identified by Churchill County Assessor's Parcel Number 001-051-37) owned by the County on which portions of the Project are situated.
- d. "Maintenance" includes routine upkeep, repairs, cleaning, landscaping, utilities management, and other activities necessary to keep the Project in good working order and safe for public use.
- e. "Operation" includes scheduling, permitting, event management, and day-to-day oversight of the Project facilities.
- f. "SNPLMA Period" means the 99-year period commencing from the date the County receives the Notice to Proceed from SNPLMA, during which the Project must remain in use for recreational purposes pursuant to federal requirements.

2. MAINTENANCE AND OPERATIONAL RESPONSIBILITIES

- a. The City shall maintain and operate all portions of the Project located on City Property at its sole cost and expense, in accordance with applicable laws, regulations, and industry standards.
- b. The County shall maintain and operate all portions of the Project located on County Property at its sole cost and expense, in accordance with applicable laws, regulations, and industry standards.
- c. Notwithstanding Section 2(a), to ensure continued use of the Project and compliance with federal obligations under SNPLMA, in the event the City does not maintain and operate all portions of the Project located on City Property, and such maintenance and operation is necessary to comply with the federal obligations under SNPLMA, the County may, at its discretion and upon reasonable notice and opportunity to make the necessary repairs by the City, perform necessary maintenance on City Property. In the event the County provides such maintenance and operation for the Project located on City Property, the County shall

invoice the City for the actual costs incurred for such maintenance, including labor, materials, and overhead, within 30 days of completion. The City shall pay such invoices within 30 days of receipt. The Parties shall negotiate in good faith to resolve any disputes regarding such invoices.

d. Notwithstanding Section 2(b), in the event the County requires the City to maintain and operate any portion of the Project located on County Property, the City may, at its discretion and upon reasonable notice and opportunity to make the necessary repairs by the County, perform necessary maintenance or operations on County Property. In the event the City provides such maintenance and operation for the Project located on County Property, the City shall invoice the County for the actual costs incurred for such maintenance, including labor, materials, and overhead, within 30 days of completion. The County shall pay such invoices within 30 days of receipt. The Parties shall negotiate in good faith to resolve any disputes regarding such invoices.

3. TERM OF AGREEMENT

This Agreement shall commence on the date first written above and shall remain in effect indefinitely, subject to the SNPLMA Period requirements. The Parties intend for maintenance and operational obligations to continue for at least the duration of the SNPLMA Period.

4. NO REMOVAL OR PERMANENT CLOSURE

During the SNPLMA Period, neither Party shall remove, demolish, or permanently close any portion of the Project facilities without the prior written consent of the other Party and in compliance with all federal obligations under SNPLMA. Temporary closures for maintenance, safety, or emergencies are permitted, provided they are reasonable in duration and the other Party is notified in advance when feasible.

5. FUTURE CAPITAL EXPENDITURES

Each Party shall be solely responsible for any future capital expenditures, improvements, or upgrades to the portions of the Project located on its respective property. The Parties may, however, collaborate on joint capital projects by mutual agreement, with costs allocated as separately negotiated.

6. INSURANCE AND LIABILITY

Each Party shall maintain adequate insurance coverage for its respective property and operations, including general liability, property damage, and workers' compensation, in amounts customary for similar facilities. Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, losses, or damages arising from its own negligence or willful misconduct in performing its obligations under this Agreement. Neither

party waives, and intends to assert any and all protections and/or limitations of liability contained in NRS Chapter 41.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles.

8. AMENDMENTS

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

9. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered to the following addresses:

For the City: Attn: Mayor, 55 W. Williams Ave., Fallon, NV 89406

For the County: Attn: County Manager, 155 N. Taylor St., Suite 194 Fallon, NV 89406.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. AUTHORITY AND COMPLIANCE WITH NEVADA LAW This Agreement is entered into pursuant to NRS 277.045 which allows cooperative agreements between political subdivisions. The Parties represent and warrant that they have the full legal authority to enter into this Agreement and perform their obligations hereunder

14. PUBLIC RECORDS. The Parties acknowledge that this Agreement and all records, reports, invoices, and communications related thereto are public records subject to the Nevada Public Records Act (NRS 239.010).

15.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF FALLON

By: _____

Name: _____

Title: _____

Date: _____

CHURCHILL COUNTY

By:  _____

Name: Myles Getto

Title: Chair, Board of County Commissioners

Date: 06/17/26 _____

Attest:

 _____
Churchill County Clerk