

**LYON COUNTY SCHOOL DISTRICT  
AGREEMENT REGARDING JOINT FUELING STATION & BUS REPAIR BUILDING**

THIS AGREEMENT made on this 31st day of July, 2020 by and between the LYON COUNTY SCHOOL DISTRICT, a hereinafter referred to as "District," and LYON COUNTY.

WHEREAS, the District has installed a diesel/gas fueling station for mutual use at the Lyon County transportation facility in Silver Springs, NV and Lyon County will permit the District to use the repair building for repairs and maintenance.

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and conditions set forth herein, Lyon County School District and Lyon County hereby agree as follows:

1. Each party will be responsible for the cost of fuel dispensed to their vehicles and equipment, which, will be determined by means of individual fueling cards.
2. The District will be responsible for maintenance and repair of the fueling station and related appurtenances.
3. Lyon County will permit the District to use the repair building for the use of repairs and maintenance. The County may, at times, require access to the repair building. Under these circumstances, shared usage will be required.
4. The District will be responsible for utilities associated with the vehicle repair building.
5. The County will be responsible for utilities associated with the fueling station.
6. The term of this Agreement shall be for a period commencing at 12:00 a.m. on the 1st day of August, 2020 for the duration of a two year rolling agreement.
7. Once the term of the agreement expires, the District retains the right to remove the fueling station from the Lyon County transportation facility.
8. The District shall indemnify, hold the Lyon County and defend District from any and all liability and claims, including but not limited to costs and attorneys' fees, which may result from the negligent and/or intentional acts of Organization and its employees. Lyon County shall indemnify, hold the District harmless, and defend Lyon County up to the statutory limits set forth in NRS Chapter 41 for any and all liability and claims including costs and attorneys' fees, which may result from the negligent or intentional act of District or County employees or agents.
9. This Agreement shall be binding upon the parties hereto and their successors in interest.
10. This Agreement shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LYON COUNTY SCHOOL DISTRICT

By Neal E. McIntyre  
President of the Lyon County School District Board of Trustees

LYON COUNTY

By \_\_\_\_\_  
Chairman of the Lyon County Board of Commissioners