

MEMORANDUM OF UNDERSTANDING

BETWEEN

LYON COUNTY, NEVADA

AND

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

REGARDING BUILDING AND FIRE PLAN REVIEW COORDINATION

This Memorandum of Understanding ("MOU") is entered into by and between **Lyon County, Nevada**, a political subdivision of the State of Nevada ("County"), and the **Central Lyon County Fire Protection District**, a political subdivision of the State of Nevada ("District"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Lyon County is responsible for the administration and enforcement of building codes and the issuance of building permits for development projects within its jurisdiction; and

WHEREAS, the Central Lyon County Fire Protection District is responsible for the administration and enforcement of adopted fire and life safety codes within its jurisdiction; and

WHEREAS, certain development projects within the jurisdiction of the Central Lyon County Fire Protection District require review and approval by both the Lyon County Building Division and the District to ensure compliance with applicable building, fire, and life safety codes; and

WHEREAS, the Parties desire to establish a coordinated and efficient plan review process that allows building and fire plan review to occur concurrently while maintaining each agency's independent authority and responsibilities; and

WHEREAS, the Parties are authorized to cooperate and coordinate administrative functions pursuant to **Nevada Revised Statutes (NRS) Chapters 244, 474, and 277**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Memorandum of Understanding is to establish a coordinated process for the review of building and fire protection plans associated with development projects located within the jurisdiction of the Central Lyon County Fire Protection District. The Parties recognize that concurrent review of building and fire plans promotes efficiency, improves coordination between agencies, and ensures compliance with applicable building, fire, and life safety codes.

2. Applicability

This MOU applies to building permit applications and associated construction plans submitted to Lyon County for development projects located within the jurisdictional boundaries of the Central Lyon County Fire Protection District that require review under adopted fire and life safety codes.

3. Plan Submittal Requirements

A. County Building Permit Submittal

Applicants shall submit building permit applications and construction plans to the Lyon County Building Division in accordance with County permitting procedures via online through the County's permitting system or in person.

B. Fire District Plan Review Submittal

Applicants shall separately submit fire plan review applications, fees and supporting documentation to the Central Lyon County Fire Protection District through the District's designated electronic plan review portal or other submission system as required by the District.

C. Applicant Responsibility

It shall be the responsibility of the applicant to ensure that all required materials are submitted to both the County and the District.

4. Concurrent Plan Review

The Parties agree that building and fire plan review processes shall occur concurrently to the extent practicable.

The County shall begin building plan review upon acceptance of a complete building permit application. The District shall conduct fire and life safety plan review in accordance with its adopted codes, standards, and procedures, and may utilize its own plan review software solely for the purpose of reviewing submitted plans. The District's use of its own software shall be limited to plan review only. All approvals, conditional approvals, or disapprovals of submitted plans shall be issued by the District through the County's software program. In all

cases, whether plans are submitted electronically or in hard copy format, the District shall also provide the County with a written letter of approval, conditional approval, or disapproval as dual authentication of its determination.

Each Party shall perform its review independently while coordinating with the other Party when issues arise that affect building design, site layout, fire apparatus access, water supply, fire protection systems, or other life safety considerations.

5. Coordination Prior to Permit Issuance

The County shall not issue a building permit until the District has issued a final determination indicating that fire and life safety plan review requirements have been satisfied. Such determination shall be required when fire plan review is required under the District's adopted codes, standards, and procedures.

For electronically submitted plans, the District's final determination shall be issued through the County's software program and shall be accompanied by a written letter of approval, conditional approval, or disapproval as dual authentication of the District's determination.

For hard copy plan submissions, the District shall issue its determination through the County's software program to the extent the system is capable of accommodating such submissions, and shall provide a written letter of approval, conditional approval, or disapproval as the official record of its determination.

In all cases, the County shall not issue a building permit until the District's determination within the County's software program or a corresponding written letter from the District have been received in the applicable form as described herein.

6. Fees

Each Party shall maintain its own fee schedule and shall independently collect fees associated with its respective review processes.

The Central Lyon County Fire Protection District shall collect its own plan review fees through its designated payment system or portal. Lyon County shall not be responsible for collecting, administering, or enforcing payment of fees on behalf of the District.

7. Inspection Coordination

The Parties acknowledge that both the County and the District may conduct inspections during the construction process to ensure compliance with applicable building, fire, and life safety codes. The Parties agree to coordinate inspections when practicable in order to minimize duplication of effort, reduce project delays, and provide efficient communication with applicants and contractors.

Nothing in this section shall limit the authority of either Party to conduct inspections necessary to enforce the codes and regulations within their respective jurisdictions.

8. Permit Issuance Coordination

The Parties acknowledge that Lyon County is the permitting authority responsible for the issuance of building permits. Upon completion of the District's required fire and life safety plan review and issuance of fire plan approval, the District shall provide confirmation of such approval to the applicant and the County.

Following such approval, the District shall not withhold or delay the issuance of a building permit by the County unless new or previously unidentified fire or life safety code issues are discovered that require additional review or correction.

Nothing in this section shall limit the authority of the District to enforce applicable fire and life safety codes during construction.

9. Term and Termination

This MOU shall become effective upon execution by both Parties and shall remain in effect until terminated by either Party. Either Party may terminate this MOU upon thirty (30) days written notice to the other Party.

10. Amendment

This Memorandum of Understanding is intended to function as an interlocal administrative agreement between public agencies pursuant to Nevada Revised Statutes (NRS) Chapter 277 governing interlocal cooperation between governmental entities.

This Memorandum of Understanding may be amended only by written agreement approved by the Board of County Commissioners of Lyon County and the Board of Fire Commissioners of the Central Lyon County Fire Protection District. Any amendment shall be adopted by formal action of each governing body and executed by authorized representatives of the respective Parties following such approval.

11. Governmental Immunity

Nothing contained in this Memorandum of Understanding shall be deemed or construed as a waiver of any immunity or limitation of liability afforded to either Party under Nevada Revised Statutes Chapter 41, including but not limited to NRS 41.0305, or under any other applicable provision of law.

12. No Financial Obligation

Nothing in this MOU shall be construed to create any financial obligation by one Party to the other unless expressly provided for in a separate written agreement.

13. No Third-Party Rights

This MOU is intended solely for the administrative coordination of the Parties and shall not create any enforceable rights or claims by any third party.

SIGNATURES

LYON COUNTY, NEVADA

Dated this _____ day of July, 2026

Scott Keller, Chairman, Lyon County Board of County Commissioners

Attest:

Staci Lindberg, Lyon County Clerk

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

Dated this _____ day of July, 2026

Tim McHargue, Fire Chief, Central Lyon Fire Protection District

APPROVED TO AS TO FORM:

Stephen B. Rye, Esq,

DATED: _____