

INTER-LOCAL AGREEMENT

ESTABLISHED

Northeastern Nevada Regional Development Authority

Executed; May 19, 1999

Revised; January 5, 2011 Executive Committee as primary body

Revised; February 22, 2012 Name change

Revised; January 12, 2015

Revised; July 6, 2016

Revised; August 1, 2016

Revised; September 8, 2016

This agreement is executed on the 19th day of May 1999 and revised on the 8th day of September 2016 between the Counties of Elko, Lander, Eureka, and White Pine political subdivisions of the State of Nevada hereinafter referred to as the "Counties" and the Cities of Carlin, Elko, Ely, Wells and West Wendover, municipal corporations of the State of Nevada, hereinafter referred to as the "Cities".

WITNESSETH

WHEREAS, under the Inter-local Cooperation Act that permits two or more public agencies of the State of Nevada to enter into a cooperative agreement for joint or cooperative action pursuant to NRS 277.080 to NRS 227.180 inclusive;

WHEREAS, NRS 277.090 provides that the purpose of the Inter-local Cooperation Act is to permit local governments to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage. Thereby providing services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to NRS 227.110 such a cooperative agreement shall be initiated by resolution or ordinance of the governing body of each participating public agency; and

WHEREAS, the governing bodies of the Counties and Cities have adopted a resolution endorsing and authorizing the formation of the Northeastern Nevada Regional Development Authority consisting of members appointed by the governing bodies of the Counties and Cities for the express purposes of promoting industrial activities as well as improving social, economic and business conditions within Elko

County, Lander County, Eureka County, White Pine County and the Cities of Carlin, Elko, Ely, Wells, and West Wendover.

WHEREAS, the Northeastern Nevada Regional Development Authority shall serve as a vehicle for closer cooperative and collective action in order to solve mutual challenges.

NOW THEREFORE, pursuant to the authority and direction of the resolutions hereinabove referred to, and pursuant to NRS 277.080 to 277.180 inclusive and in consideration of the premises and the mutual covenants and hereinafter contained to be observed and preformed, the parties hereby formally covenant, agree and bind themselves as follows:

ARTICLE I
ESTABLISHMENT

The **Northeastern Nevada Regional Development Authority**, hereinafter referred to as the "Authority is hereby created and established as a separate administrative entity with such powers, privileges , duties, function and responsibilities as hereinafter set forth.

ARTICLE II

The purposes for which the Authority is created are as follows:

2.01. To promote efforts to attract appropriate business interests and to carry out business retention, attraction and expansion activities as outlined in the Authority's Annual Work Plan.

2.02. To promote general improvement of the communities in Elko, Eureka, Lander, and White Pine Counties and the quality of life for residents of the Cities of Carlin, Elko, Ely, Wells, and West Wendover, and the Counties of Elko, Eureka, Lander, and White Pine, by creating a strategic plan.

2.03. To complete an annual work plan based on the strategic plan and other planning processes, studies, and demonstration projects as may be requested by the Counties or Cities.

2.04. To encourage citizen participation in the overall activities of the Authority for the benefit of both the residents and the business enterprises located within the Counties and the Cities.

2.05. To recommend appropriate federal and state legislation for the promotion of economic development and community development in the Counties of Elko, Eureka, Lander, and White Pine, and the Cities of Carlin, Elko, Ely, Wells, and West Wendover

2.06. To receive and expend grants from the Governor's Office of Economic Development or other funding sources as becomes available.

ARTICLE III

MEMBERSHIP

3.01. The Authority shall consist of an Executive Committee. The Committee will be comprised of the Chairman, Vice-Chairman, and one member from each government entity; the member can be either the Chairperson of the County Commission or an elected member of the respective boards with each elected board making the appointment of the member and the alternate, who is also an elected official or designated appointed official. The Immediate Past Chairman will sit on the Executive Committee as an ex-officio non-voting member. The entities being: Elko County, Eureka County, Lander County, White Pine County, the City of Carlin, the City of Elko, the City of Ely, the City of Wells, and the City of West Wendover.

The NNRDA Board is an advisory board and neither the Board nor any of its members can make policy or approve programs or expenditures.

3.02. All Executive Committee members and Board members will adhere to all policies and procedures of the NNRDA and Nevada's "Open Meeting Law". For Board meetings a majority of the members of the Board present at the meeting constitutes a quorum for the transaction of the business of the Board. A majority vote of the quorum present shall be required to make recommendation to the Executive Committee. No meeting shall be held if there are fewer than four (4) members in attendance. A tie shall be deemed a rejection of the proposal.

3.03. Government members of the Northeastern Nevada Regional Development Authority shall be reappointed on an annual basis by their respective Councils, Commissions and Boards. Government members may not hold the position of Chairman or Vice-Chairman of the Board.

3.04. The Chairman and the Vice-Chairman shall be elected by a majority of the vote of the Board on an annual basis. The term beginning on July 1 and running through June 30 of each year.

3.05. The members of the Authority shall serve without compensation.

ARTICLE IV

MEETINGS

4.01. Meetings shall be conducted in compliance with the Nevada Open Meeting Law requirements as set forth in NRS Chapter 241.

4.02. A quorum shall constitute the presence of at least five (5) members of the Executive Committee. Meetings may be conducted on a monthly basis. Minutes available within 30 days, even if only in draft form.

ARTICLE V

The Authority shall have the following powers, privileges and authority:

- 5.01. To develop a regional wide marketing plan and marketing strategy.
- 5.02. To apply for, receive and expend grants from the Governor's Office of Economic Development and revenue from member entities and private sector and other funding sources as they become available.
- 5.03. To acquire such supplies, equipment, or other property as may be necessary to enable the Authority to perform its duties under this Agreement.
- 5.04. To cooperate with the United States and State of Nevada and their agencies and political subdivisions and all private individuals, corporations, and other public and private organizations in carrying out the intent, purposes, and objectives of the Authority as set forth in this Agreement.
- 5.05. The Executive Director has the authority to appoint committees, study groups, business citizen committees and form other organizations or subdivisions pursuant to the laws of the State of Nevada.
- 5.06. To create and administer a local revolving loan fund for economic development purposes.
- 5.07. To make recommendation to governing bodies of the Counties and Cities with respect to:
 - a. Studies, surveys and investigations in support of economic development;
 - b. Efforts to obtain grant funds for specific economic or community development projects;
 - c. Support for legislation related to community and economic development;
 - d. Providing a forum for discussion and consideration of mutual problems and opportunities for development and thereby utilize as appropriate private citizens, special advisory councils and public conferences.

ARTICLE VI

TERM OF AGREEMENT

The term of this Agreement shall be ongoing and automatically renewed. The Agreement may be terminated by the adoption of a resolution to that effect by the governing bodies of the majority of the parties to this agreement.

ARTICLE VII

The activities of the Authority shall be financed through state grants and donations (in-kind and cash) provided by the Counties of Elko, Lander, Eureka, and White Pine; the Cities of Carlin, Elko, Ely, Wells, and West Wendover , the private sector and other funding sources as they become available. The Authority shall prepare and adopt an annual fiscal budget.

ARTICLE VIII

Upon termination of this Agreement as provided in Article VI, all Authority assets shall be distributed and/or disposed of in accordance with any applicable agreements, laws, rules, or regulations. If there are not any applicable contract, rules, or regulations, the assets may be sold at public auction or through negotiations with the member Cities and Counties for the best price obtainable. The proceeds from any such action shall be distributed to the member Cities and Counties according to the ratio which the total amount of all contributions made by each City and County bears to the total contribution made by all the Cities and the Counties.

ARTICLE IX

This Agreement may be amended in writing and signed by all political subdivisions or agencies signatory to this present Agreement.

ARTICLE X

EFFECTIVE DATE

This Agreement shall be effective upon the adoption of a resolution by each of the political subdivisions named hereof and when so adopted, each such counterpart of the Agreement shall be deemed to be an original hereof.