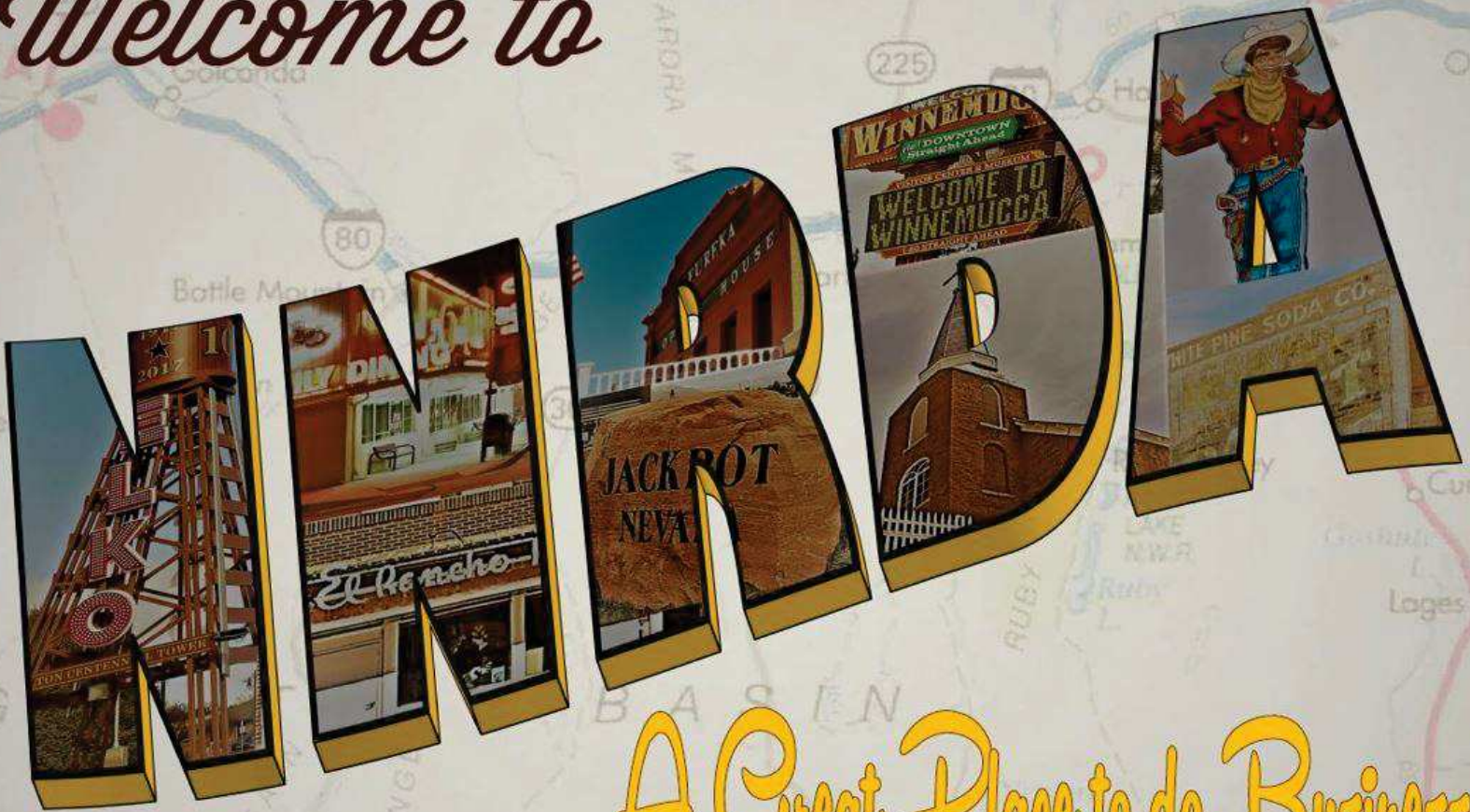


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**January 1, 2021**



**INTER-LOCAL COOPERATIVE  
AGREEMENT**

# INTER-LOCAL COOPERATIVE AGREEMENT

NORTHEASTERN NEVADA REGIONAL DEVELOPMENT AUTHORITY

***THIS COOPERATIVE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
by and between the following CITIES, municipal corporations of the State of Nevada, and COUNTIES,  
political subdivisions of the State of Nevada:***

***CITIES:           CITY OF CARLIN  
                  CITY OF ELKO  
                  CITY OF ELY  
                  CITY OF WELLS  
                  CITY OF WEST WENDOVER***

***COUNTIES:       COUNTY OF ELKO  
                  COUNTY OF EUREKA  
                  COUNTY OF LANDER  
                  COUNTY OF WHITE PINE***

***c/o Northeastern Nevada Regional Development Authority  
Attn: Executive Director  
1500 College Parkway  
McMullen Hall, Room 103  
Elko, Nevada 89801***

## RECITALS

- A. The CITIES and COUNTIES identified herein recognize there is a need for private and public entities and individuals to discuss and study at regular intervals regional economic development challenges and improvements of interest and concern to the residents of the aforementioned CITIES and COUNTIES and to make recommendations concerning economic development and improvement to the governing bodies of the CITIES and COUNTIES.
  
- B. The CITIES and COUNTIES identified herein desire to enter into an agreement with each other to establish a separate, regional in nature, legal and administrative entity, consisting of representatives of the governing bodies of the CITIES and COUNTIES (herein the "Members") to serve as a vehicle for closer coordination and collective action by the Members to implement cooperative and collective solutions and actions on areas of mutual economic development and improvement, and mutual problems and concerns, with the responsibility for conducting, promoting and providing joint and cooperative efforts for development of civic, industrial and agricultural activities and to generally improve social, economic and business conditions within the geographic areas of the Members (such responsibilities are collectively referred to herein as "economic development and improvement").
  
- C. Nevada Revised Statutes ("NRS") 277.080 to 277.180, inclusive, known as the Interlocal Cooperation Act (the "Act"), provides that any power, privilege, or authority exercised or capable of exercise by a public agency of the State of Nevada may be exercised jointly with any other public agency of the State.
  
- D. The Members are each public agencies of the State of Nevada as defined by the Act and each has the power pursuant to NRS 268.440 and NRS 244.380, respectively, to exercise the authority established by this Agreement pursuant to the provisions of the Act.

WITNESSETH: For and in consideration of the recitals, representations, warranties and covenants herein it is mutually agreed as follows:

1. AUTHORITY CREATION-MEMBERS. The Northeastern Nevada Regional Development Authority (the "Authority") is hereby created and established as a separate legal and administrative entity with such powers, privileges, duties, functions, and responsibilities as are hereinafter set forth.
  - a. Each Member identified herein, and any other City, County, or public entity meeting the definition of a "public agency" under NRS 277.100 hereafter joining the Authority, shall be a "Member" of the Authority. Any Nevada City or any Nevada County may join as a new Member to this Agreement upon executing an addendum to this Agreement acknowledging agreement to abide by the terms and conditions of this Agreement; and receiving consent from a majority of the current members.
2. AUTHORITY PURPOSES. The Authority is created for the following purposes:
  - a. To promote efforts to attract appropriate business interests and to support existing business interests which will contribute directly to economic growth of the areas served by the Members.
  - b. To promote the general and overall improvement of the Members, including industrial parks, downtown revitalization and construction of related public facilities, including water, sewer, streets, power, and broadband connectivity.
  - c. To leverage public and private funds for greater economic impact, including encouraging Members' participation in self-help development programs.
  - d. To conduct local and regional economic development planning, studies and projects.
  - e. To encourage citizen participation in the overall activities of the Authority for the benefit of both the residents and business enterprises located within the areas served by the Members.
  - f. To seek and solicit available grants and financial assistance and to provide information to the Members regarding grants and financial assistance which may

be available from the federal and state governments for economic and community development.

- g. To recommend appropriate federal and state legislation for the promotion of economic development and improvement in the areas served by the Members.
- h. To receive and disburse such federal tax revenues or grants and awards, or any other funding, which may be allocated or made available to area-wide development organizations or political subdivisions of the State of Nevada.

3. AUTHORITY AND GOVERNANCE. The governing body of the Authority shall be called the "Board of Directors."

- a. Appointment and Composition of the Board of Directors. The Board of Directors (Board) shall be composed of Directors of the Members and two (2) Directors from the Advisory Committee. Each Member may appoint one (1) Director to serve on the Board. In addition, the selected Directors of the Members shall appoint two Directors from the Advisory Committee to serve as Chair and Vice Chair of the Board.
- b. Chair and Vice Chair. The Board shall select by majority vote the Chair and Vice Chair from the Advisory Committee. The Chair and Vice Chair shall each serve for one (1) year. The Board shall select the Chair and Vice Chair at the first meeting of every fiscal year.
- c. Other Officers of the Board. The Board may appoint other officers as provided by the bylaws.
- d. Duration of Appointment. Each Member Director serves at the discretion of their respective appointing Member, and may be recalled and replaced at any time. Each Director appointed from the Advisory Committee shall serve for one year, but may be reappointed to subsequent terms. In the event of the death, resignation or removal of a Director, the Member which appointed such Director shall appoint a successor, unless the Director is appointed from the Advisory Committee, in which event the Board will appoint from the Advisory Committee a new Director.
- e. Authority. The Board is authorized and empowered to adopt, amend or repeal the Bylaws, subject to the ratification and approval by the Members and the limitations set forth in this Agreement and the Bylaws.

- f. Board Staff. The Board shall hire an Executive Director and other staff, as needed, who shall administer the day-to-day activities and business of the Authority under the direction of the Board and in accordance with the Bylaws. The appointed Executive Director or an authorized representative thereof, shall report the activities and business of the Authority, including current projects, current economic development efforts, current and long range objectives and goals, financial reports and grant solicitation and administration activities, to the Members not less frequently than quarterly at a regularly scheduled meeting of the Board.
  - g. Financial Compilation. The Board shall provide to the Members not later than December 31st of every year, a financial compilation of the Authority budget for the preceding year prepared by a Certified Public Accountant or Firm.
  - h. Meetings. The Board shall meet at least once every three months, and may meet more often as determined by the Board. All meetings of the Authority shall be conducted in accordance with the requirements of the Nevada Open Meeting Law, NRS Chapter 241.
  - i. Compensation. The Board members shall serve without compensation.
  - j. Restrictions on Liability. No Director or Officer shall have personal liability to the Authority or the Members for damages, except for:
    - i. Acts or omissions not conducted in good faith.
    - ii. Acts or omissions that breach the fiduciary duty of the Director or Officer.
    - iii. Acts or omissions involving intentional misconduct, fraud or a knowing violation of law.
    - iv. Acts or omissions from which the Director or Officer derived an improper personal benefit.
    - v. Payments or distributions in violation of the law.
4. ADVISORY COMMITTEE. The Advisory Committee shall be comprised of individuals representing private businesses that are conducting business within the regional geographic area represented by the Members of the Authority.
- a. Application and Admittance. A private business may apply for admittance onto the Advisory Board according to the rules and stipulations outlined in the Authority Bylaws. Applications will be reviewed, processed, and approved by the Board Staff.

Should the Board Staff identify a cause for concern, the application will be reviewed by the Board of Directors who may reject an application for good cause.

- b. Representation. Private businesses accepted onto the Advisory Board will select one (1) primary representative and one (1) alternate who will represent the company on the Advisory Board.
  - c. Duties. The Duties of the Advisory Board shall be to provide information, suggestions, and feedback regarding economic, business, and public policy opportunities to the Board of Directors.
5. POWERS-PRIVILEGES. The Authority shall have the following powers, privileges and authority:
- a. To conduct studies, surveys and investigations in support of economic development and improvement.
  - b. To seek and receive donations, gifts, grants, contributions of money, services, materials or other property or property rights by from the United States or the State of Nevada or their agencies or political subdivisions and from any other source, and to expend such donations, gifts, or contributions to carry out the purpose and objectives of the Authority as set forth in this Agreement.
  - c. To acquire such supplies, equipment or other property as may be necessary to enable the Authority to perform its duties under this Agreement.
  - d. To cooperate with the United States and the 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.
  - e. To appoint committees, study groups and citizen committees, and form other organizations or subdivisions pursuant to the laws of the State of Nevada for the purposes stated in this agreement.
  - f. To engage in economic development planning, investigations, studies, projects and training programs.
  - g. To arrange for the services of personnel from the federal, state or local government or any subdivision or agency thereof.
  - h. To enter into and perform such contracts, leases, cooperative agreements or other transactions with the concurrence of the Members as may be necessary in carrying

- out Authority functions and on such terms as may be appropriate with any state, or any political subdivision, agency or instrumentality thereof, or with any person, firm, association or corporation.
- i. To initiate surveys and studies and provide data required for the preparation of specific plans and programs for the development of communities within Members.
  - j. To promote increased public and private investments or grants on behalf of Members.
  - k. To prepare legislation related to community and economic development and initiate recommendations with respect to both short-range and long-range programs and projects for federal, state, and local agencies.
  - l. To pay reasonable administrative costs for carrying out any of the eligible activities herein.
  - m. To provide technical and informational assistance to the Members and other entities in seeking funds from federal, state, or private sources for the purposes of economic development and improvement.
  - n. To enter into contracts or agreements, with the concurrence of a majority vote of the Members, for providing consulting services including, but not limited to, administrative, fiscal, architectural, engineering and design functions necessary to accomplish the purposes of this Agreement, and to authorize the Executive Director or other designated official or agent to sign such contracts or agreements.
  - o. To provide a forum for discussion and consideration of local area concerns and opportunities arising from development and to utilize as appropriate private citizens, special advisory councils, public conferences and project teams.
6. FINANCIAL CONTRIBUTIONS. The activities of the Authority shall be financed through Member financial contributions, contributions by other entities, grants, administration fees, private donations and gifts.
- a. Annual Dues. The Members individual financial participation in the Authority shall be determined by the most current population statistics estimates for that entity and the board approved "per person" fee.
    - i. Population Estimates. Population estimates are determined by the Nevada State Demographer and reported via the Nevada Department of Taxation's most recent "Certified Population of Nevada Counties, Cities and Towns" document.



- ii. Per Person Fee. The “per person” fee is approved by the Board. Changes to the fee are updated and documented in the Authority Bylaws.
    - iii. Formula. The formula to determine total cost for annual dues of the Members is as follows: Most Current Population x Per Person Fee = Total Annual Dues.
      - (1) Counties with NNRDA member communities located therein may deduct those community populations from their total population number to ensure there are no double charges.
    - iv. Exceptions. All Members agree that as the founding Member of the Authority, Elko County agrees to pay a set amount of \$40,000 annually and provide in-kind services in the form of administration of the Authority’s payroll, human resources, legal, IT support, and other administrative functions.
      - (1) Other exceptions may be approved by the Board and outlined in the Authority bylaws; provided, in no event shall the Authority require any Member, other than Elko County, to contribute more than the other Members without that Member’s consent.
  - b. Annual Budget. The financial contributions of the Members shall then be administered by the Authority based upon an annual budget for the ensuing fiscal year from July 1 to June 30. The annual budget of the Authority for the ensuing fiscal year must be ratified and approved by the Board of Directors. In the event that any Member shall fail before the fifteenth (15) day of May prior to the ensuing fiscal year to ratify and approve the tentative budget or fail to commit to the payment of an agreed upon contribution to the Authority, this Agreement shall terminate as to that Member at the end of the then current fiscal year.
7. PERSONNEL STATUS. All Authority personnel shall be contractors or employees of the Authority and shall not be considered contractors or employees of the Members.
8. RECORDS. Records of the Authority shall be subject to the retention and disposal requirements applicable to local governmental entities as set forth in NRS 239.121 - .125 and NAC 239.011 et seq. Records shall be subject to inspection in the manner provided in NRS 239.010, et seq., subject to limits on the inspection of confidential records as set forth therein.
9. PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives,

blueprints, plans, maps, data, system designs, computer codes or any other documents, reports, drawings or summary's prepared or in the course of preparation by the Authority in performance of its obligations under this Agreement shall be the property of the Authority.

10. WINDING UP. Upon termination of this Agreement, the Board of Directors shall wind up all affairs, collect the outstanding debts, sell and convey property and divide and distribute the assets and property of the Authority pursuant to this Agreement.
11. PROPERTY DISTRIBUTION. Upon termination of this Agreement, all assets which the Authority owns, holds or possesses at the time of such termination shall be sold, unless they must be disposed of by applicable contracts (such as lease agreements), rules or regulations pertinent to such property. If property cannot be sold, the Board shall inquire if any Member may desire to purchase the property. If a Member purchases the property, the Member may choose to have the value of the property deducted from the Member final distribution, or may purchase the property not using funds from the final distribution. If no member desires to purchase the property and the property cannot be sold, the property shall be donated to a non-profit organization. Once the property is sold, the Board of Directors shall distribute the funds equally among all Members, except where Members elected to purchase the property and have the property deducted from their final distribution.
12. INDEPENDENT ENTITIES. The Members are associated with each other only for the purposes and to the extent set forth in this Agreement. The Public Members are and shall be public agencies separate and distinct from each other and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to their respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liabilities for one Member whatsoever with respect to the indebtedness, liabilities and obligations of another Member or any other party.
  - a. Liability Limitation. The Members agree to indemnify and hold harmless each other as provided in this Agreement to the extent provided by law from and against any liability arising out of the performance of this Agreement proximately caused by

any act or error or omission of the officers, employees and agents of the other party.

13. TERM. The term of this Agreement shall be for five (5) years.

- a. Termination. This Agreement may be terminated by a resolution adopted by a majority of the Members. Any Member may terminate that Member's participation in this Agreement by the adoption of a resolution to that effect by its governing body or other governing authority at any time.

GENERAL PROVISIONS. The general provisions attached hereto as Exhibit "A" are made a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHERE OF: Each undersigned certifies that they have read, understand and accept the terms and conditions of this Agreement:

**CITIES:**

CITY OF CARLIN


ATTEST:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

CITY OF ELKO

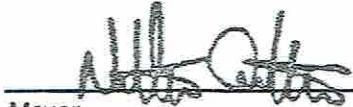
ATTEST:

  
\_\_\_\_\_  
Mayor

City Clerk

CITY OF ELY

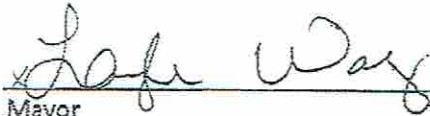
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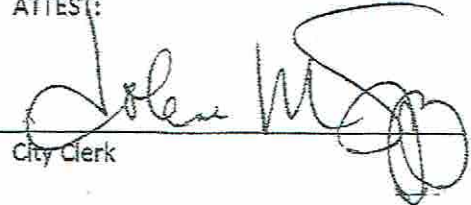
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

CITY OF WELLS

ATTEST:

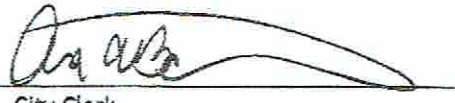
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

CITY OF WEST WENDOVER

ATTEST:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

**COUNTIES:**

COUNTY OF ELKO

*Jack Dale*

Commission Chairman

ATTEST:

*Kristine Jaker*

County Clerk

COUNTY OF EUREKA

*[Signature]*

12-21-20

Commission Chairman

ATTEST:

*Olivia Hoehne*

County Clerk

COUNTY OF LANDER

*Diane Ho*

Commission Chairman

ATTEST:

*Sadie Sullivan*

County Clerk

COUNTY OF WHITE PINE

*Richard [Signature]*

Commission Chairman

ATTEST:

*[Signature]*

County Clerk

**APPROVAL BY ATTORNEY GENERAL**

The foregoing Cooperative Agreement-Northern Nevada Regional Development Authority, consisting of thirteen (14) pages including this page, and a two (2) page exhibit, is hereby approved as to form and law only.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Aaron Ford  
Attorney General of Nevada

By: \_\_\_\_\_

Deputy Attorney General

**EXHIBIT "A" TO COOPERATIVE AGREEMENT NORHTEASTERN NEVADA REGIONAL  
DEVELOPMENT AUTHORITY GENERAL PROVISIONS**

- A. AMENDMENT.** This Agreement may be modified or amended only in writing by an instrument executed with the same formality as this Agreement.
- B. APPLICABLE LAW.** This Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.
- C. ASSIGNMENT.** This Agreement and/or the rights, obligations or duties of a Member under this Agreement shall not be transferred or assigned by any Member without the prior written consent and agreement of every other Member. Any unauthorized transfer of this Agreement shall be void.
- D. BINDING EFFECT.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto, and all new Members joining the Authority.
- E. CAPTIONS.** The captions or titles used in this Agreement shall have no effect on its interpretation and are for convenience and reference only and in no way define limits or describe the scope of this Agreement or the scope or content of any Agreement provision.
- F. COMPLIANCE.** In the performance of activities pursuant to this Agreement, there shall be compliance by the Authority and by the individual Members with all applicable laws, regulations and rules.
- G. CONSTRUCTION.** Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.
- H. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- I. DENINITIONS / TERMS.** The capitalized terms used in this Agreement with reference to any federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. The term "Member" as used in this Agreement shall include, when the context requires inclusion, the respective City or County and their elected officials, appointed officials, officers, directors, administrators, managers, employees, agents and successors and assigns, individually and collectively, and in their official capacity.

- J. EXHIBITS.** All exhibits attached and referred to in this Agreement are fully incorporated herein by reference.
- K. FEES AND COSTS.** In the event any party institutes a suit against any other party, either directly by complaint or by way of cross complaint, including a cross complaint for indemnity, for alleged negligence, error, omission or other failure to perform, or for declaratory relief, or to enforce or interpret the provisions of this Agreement, and if the instituting party fails to obtain a judgment in its favor, the lawsuit is dismissed, or if judgment is rendered for the other party, the instituting party agrees to pay the other party all costs including the other party's fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made immediately following dismissal of the case or upon entry of judgment. If the instituting party is the prevailing party, then the prevailing party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action in addition to any other costs assessed by the Court.
- L. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and there are no terms, promises, conditions, inducements, representations or warranties, express or implied, other than as herein set forth. This Agreement and the other instruments attached hereto or herein referred to supersede any prior discussions, contracts or agreements of the parties pertaining to the subject of this Agreement.
- M. NOTICES.** Any notice, request or demand or other communication pursuant to this Agreement shall be in writing and shall be considered given (i) upon personal service to the party to be served, or (ii) upon acknowledgment or proof of receipt of a facsimile or other electronic transmission or communication, or (iii) upon the sooner of first attempted delivery or receipt for Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries, or (iv) forty-eight (48) hours after deposit in the United States mail, certified and postage prepaid, return receipt requested, in a regularly maintained receptacle for the deposit of United States mail to the party to be served at their address given herein, or at such other address or attention as from time to time may be specified by either party by notice to the other party in the manner herein provided.
- N. PROPER AUTHORITY.** The parties represent and warrant that the individual or officer executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services contemplated by this Agreement.
- O. RECITALS.** The recital and introductory paragraphs of this Agreement are considered an integral part of this Agreement and form a basis for entering into this Agreement and shall be considered prima facie evidence of the facts, events, documents and information referred to therein.
- P. REVIEW OF AGREEMENT.** The parties have read this Agreement, the terms and provisions of this Agreement have been explained to them and they are fully aware of the contents and binding legal effect of this Agreement, each party has had the opportunity to seek independent legal advice concerning the terms and conditions of this Agreement prior to execution, and they are entering into this Agreement freely and voluntarily.



**Q. SEVERABILITY.** The enforceability, voidability, invalidity, or illegality of any provisions of this Agreement shall not render any other provisions unenforceable, void, invalid or illegal.

**R. TIME.** Time is of the essence of this Agreement and each of its provisions.

**S. WAIVERS.** All waivers under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.