

**Interlocal Agreement
for County Services for the VCTC**

This Agreement is made by and between Storey County (County) a political subdivision of the State of Nevada and the Virginia City Tourism Commission (VCTC), a fair and recreation board created under the provisions of NRS 244A.599.

Recitals

The VCTC and the County are public agencies under NRS 277.100. NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform governmental service, activity or undertaking which any of the contracting agencies are authorized by law to perform.

NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the county and the VCTC, which are parties to the contract.

The VCTC has the duty to promote and solicit tourism, to promote the use of its facilities for holding conventions, expositions, and trade shows, entertainment, sporting events, cultural activities and other similar events. Because of these duties the VCTC may have the need to use county services for human resources and fiscal reporting and desires to contract with the County for these services.

The County is willing to provide these services and desires to contract with the VCTC for the use of county services for human resources, fiscal reporting and any other services including operations oversight and IT technical support and maintenance.

Agreement

In consideration of the recitals stated above and the mutual promises contained in this contract, the VCTC and County agree:

1. Storey County agrees to provide human resource, fiscal reporting assistance, and any other services that may be requested, to the VCTC. The County agrees that it may bill for these services by providing the VCTC with an itemized monthly bill for services provided. The intent of this agreement is to recover costs at level not to exceed actual costs to the county to provide the service.
2. The VCTC agrees to pay for the cost of the County assistance within 30 days of receiving a bill.

3. The parties mutually agree that the term of this agreement is 2 years from the date of approval by the Board of County Commissioners and the Board of the VCTC. If neither party takes action to terminate this agreement it will continue to automatically renew itself for another 2 year term at the end of the previous term.

4. This Agreement may be terminated by the mutual consent and agreement of the parties. Either party may terminate this Agreement without cause on 30 days written notice to the other party. Each party agrees to perform their respective duties until the date of termination. If a party is in breach of a portion of this Agreement, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing the 30 days for the party in breach to correct the violation. If this breach is not corrected within the 30-day period, the parties may enforce any rights or remedies provided by law or equity, including reasonable attorney's fees and costs incurred by the prevailing party.

5. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including but not limited to, NRS ch. 41, from and against any liability arising out of the performance of this agreement proximately caused by an act or omission of its own officers, agents and employees. The parties will not waive and intend to assert available NRS ch. 41 liability limitations in all cases. Contract liability of both parties does not include punitive damages.

6. This agreement is made in and will be construed and governed by the laws of the State of Nevada.

7. All written notices under this Agreement must be delivered to the following officials at the addresses set forth below:

County Manager
Storey County
P.O. Box 176
Virginia City, NV 89440

Chairman
Virginia City Tourism Commission
P.O. Box C
Virginia City, NV 89440

8. Any property presently owned by either party will remain in that party's possession on termination of this Agreement and there will be no transfer of property between the parties except as specifically approved by the parties during the course of this Agreement.

9. Each party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other party's facilities and operations are not impaired or damaged.

10. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision or provisions of this Agreement unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

Dated this 7 day of Jan., 2014

Marshall McBride
Marshall McBride
Chairman
Storey County
Board County Commissioners

Attest:

Vanessa Stephens
Clerk

Approved as to form:

William C. Maddy
District Attorney

Dated this 14 day of Jan, 2014

Jessica Findley
Chairman
Virginia City Tourism Commission

Attest:

Clerk