

**INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
EMERGENCY SHELTER**

This Interlocal Agreement is made and entered into this ____ day, of _____ 2020, by and among the COUNTY of CLARK (hereinafter referred to as “County”), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as “Cities”).

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as the “Committee on Homelessness”); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, the Committee on Homelessness, in compliance with implementation requirements under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act rules and regulations, which provides Federal funding to communities for homeless services, has approved the formation of the Southern Nevada Homelessness Continuum of Care Board to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as “SNH CoC Board”); and

WHEREAS, the activities of the Committee on Homelessness transitioned from the governance of the SNRPC Board to the SNH CoC Board on February 23, 2016; and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function; and

WHEREAS, the County and Cities executed the first Interlocal Agreement for Shared Funding of Regional Homeless Coordination and Inclement Weather Shelter for Fiscal Year 2004-2005, and have annually entered into a new interlocal agreement since inception; and

WHEREAS, the County and Cities agreed to improve the delivery of shelter services, transitioning inclement weather operations to year-round emergency shelter operations beginning Fiscal Year 2020-2021; and

WHEREAS, the County and Cities desire to execute this agreement pursuant to the terms and conditions stated herein;

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: EMERGENCY SHELTER ACTIVITIES

The SNH CoC Board is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The plan addresses provisions for sheltering of the homeless during inclement weather conditions. The SNH CoC Board, recognizing the continuing immediate need to provide for the welfare and safety of the homeless, agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2020, through June 30, 2021), not to exceed the amounts stated in Exhibit A, Interlocal Budget for Emergency Shelter.

The County will work with the Cities, providers, and the public to incorporate these activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for regional homeless coordination and emergency shelter activities will be shared among the County and Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves this Interlocal Agreement. Funds must be received within thirty (30) days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause

1. Upon thirty (30) days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Each party agrees to pay County for its share of the costs related to Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2020/2021 fiscal year beginning July 1, 2020 and terminating June 30, 2021, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

- E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective unless or until it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.
- F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.
- G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.
- H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.
- I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.
- K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.
- L. Entire Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.
- M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2020, through June 30, 2021.

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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

Clark County, Nevada

Attest:

By: _____
Lynn Marie Goya, County Clerk

By: _____
Marilyn Kirkpatrick, Chair
Board of County Commissioners

Approved as to form:

By: _____
Steven Sweikert, Deputy District Attorney

City of Las Vegas, Nevada

Attest:

By: _____
LuAnn D. Holmes, MMC, City Clerk

By: _____
Carolyn Goodman, Mayor

Approved as to form:

By: _____
City Attorney

City of Henderson, Nevada

Attest:

By: _____
Sabrina Mercadante, MMC, City Clerk

By: _____
Richard A. Derrick, City Manager/CEO

Approved as to form:

Approved as to content:

By: _____
Nicholas G. Vaskov, City Attorney

By: _____
Michael Tassi, Director
Community Development and Services

CAO Review

Approved as to funding:

By: _____
Jim McIntosh, Chief Financial Officer

City of North Las Vegas, Nevada

Attest:

By: _____
Catherine A. Raynor, MMC, City Clerk

By: _____
John J. Lee, Mayor

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

City of Boulder City, Nevada

Attest:

By: _____
Lorene Krumm, City Clerk

By: _____
Kiernan McManus, Mayor

Approved as to form:

By: _____
Brittany Walker, Acting City Attorney

Exhibit A
Southern Nevada Homelessness Continuum of Care Board
Interlocal Budget
FY 2020/2021

| | Share by Jurisdiction, based on General Population Percentage | | | | | |
|--|---|------------------------|--------------------|------------------|-----------------------|------------------------------|
| | Boulder City 0.8% | North Las Vegas 11% | Henderson 13.2% | Las Vegas 30% | Clark County 45.0% | Joint Regional Commitment |
| SNHCoc Supported Project | | | | | | |
| Emergency Shelter Daily shelter services provided at service campuses and motels. Providers include: Catholic Charities of Southern Nevada, Hopelink of Southern Nevada, Las Vegas Rescue Mission, and Well Care. | \$4,774.07 | \$65,643.49 | \$78,772.19 | \$179,027.70 | \$268,541.55 | \$596,759.00 |
| Total Due | \$4,774.07 | \$65,643.49 | \$78,772.19 | \$179,027.70 | \$268,541.55 | \$596,759.00 |

11/23/2020