

**INTERLOCAL AGREEMENT  
FOR SHARED FUNDING OF  
REGIONAL HOMELESS COORDINATION  
AND INCLEMENT WEATHER SHELTER**

This Interlocal Agreement is made and entered into this 16<sup>th</sup> day, of January, 2007, <sup>8<sup>th</sup></sup> *sec*  
by and between 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 for the formation of  
the Southern Nevada Regional Planning Coalition (SNRPC) dated October 20, 1998, 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 "Committee"); 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**, 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.

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

**SECTION I: REGIONAL HOMELESS COORDINATION AND INCLEMENT  
WEATHER HOMELESS ACTIVITIES**

The Committee is responsible for approving the comprehensive homeless plan and will oversee  
the coordination of regional homeless activities. The Regional Homeless Coordinator, hired by  
the SNRPC to implement the SNRPC's vision, philosophy of service, and regional approach to  
homelessness, has developed a comprehensive strategic plan for the homeless which was  
approved by the Committee. The plan addresses provisions for the homeless during inclement  
weather conditions. The Committee, 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, 2007, through June 30, 2008), not to exceed

amounts stated in Exhibit A for regional homeless coordination, inclement winter weather shelter, inclement summer day shelter, HMIS implementation, and various evaluation/survey efforts.

The Regional Homeless Coordinator will work with the political subdivisions, providers, and the public to incorporate these seasonal 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 inclement weather activities will be shared among County and the 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 the Interlocal Agreement. Funds must be received within 30 days of billing.

## **SECTION III: MISCELLANEOUS PROVISIONS**

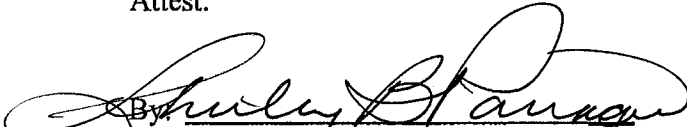
- A. **Termination without Cause**
1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
  2. If termination is effected by any party, all parties 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 reimburse the County for its share of the costs related to Regional Homeless Coordination, Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2007/2008 fiscal year beginning July 1, 2007, 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.




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.

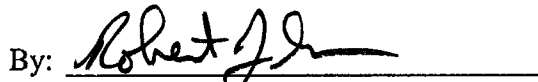
**Board of County Commissioners  
Clark County, Nevada**

Attest:

By:   
Shirley B. Parraguirre, County Clerk


By:   
Rory Reid, Chairman

Approved as to form:

By:   
Robert J. Gower  
Deputy District Attorney


**City of Las Vegas, Nevada**

Attest:

By:   
Beverly K. Bridges, CMC  
City Clerk


By:   
Oscar B. Goodman, Mayor

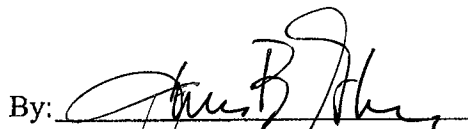
Approved as to form:

By:  8/24/07  
City Attorney or Deputy City Attorney


**City of Henderson, Nevada**

Attest:

By:   
Monica M. Simmons, City Clerk, MMC

By:   
James B. Gibson, Mayor

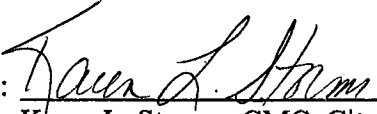
COUNCIL APPROVAL:  
Approved as to form: APRIL 1, 2008

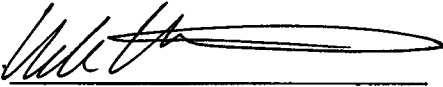
By:   
City Attorney




**City of North Las Vegas, Nevada**

Attest:

By:   
Karen L. Storms, CMC, City Clerk

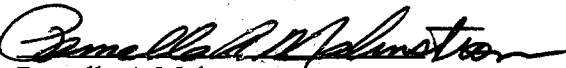
By:   
Michael L. Montandon, Mayor


Approved as to form:

By:   
Deputy City Attorney

**City of Boulder City, Nevada**

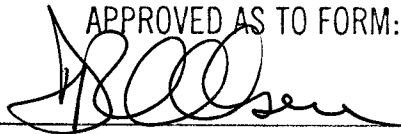
Attest:

By:   
Pamella A Malmstrom  
City Clerk

By:   
Roger Tobler, Mayor

Approved as to form:

By:   
City Attorney

APPROVED AS TO FORM:  
  
Dave Olsen, City Attorney

**EXHIBIT A**  
**Southern Nevada Regional Planning Coalition's**  
**Committee on Homelessness**  
**Proposed Budget**  
**FY 2007/2008**

SNRPC Committee on Homelessness Supported Project	Share by Jurisdiction, based on Population						Total Project Cost
	Regional Commitment	Boulder City 1%	North Las Vegas 9%	Henderson 13%	Las Vegas 34%	Clark County 43%	
<b>Regional Homeless Coordination</b> July 2007- June 2008 Clark County	\$86,100.00 \$70,650.00	\$861.00	\$7,749.00	\$11,193.00	\$29,274.00	\$37,023.00 \$70,650.00	\$156,750.00
<b>Inclement Weather Shelter</b> 2007 Summer & 2006/2007 Winter	\$469,350.00	\$4,693.50	\$42,241.50	\$61,015.50	\$159,579.00	\$201,820.50	\$469,350.00
Clark County Social Service- Off-Site Lodging Program	\$70,000.00					\$70,000.00	\$70,000.00
Clark County Social Service- Emergency Shelter	\$379,324.00					\$379,324.00	\$379,324.00
<b>Homeless Management Information System (HMIS)</b>	\$220,500.00	\$2,205.00	\$19,845.00	\$28,665.00	\$74,970.00	\$94,815.00	\$220,500.00
<b>Homeless Street &amp; Shelter Count</b> Annual Regional Count	\$75,000.00	\$750.00	\$6,750.00	\$9,750.00	\$25,500.00	\$32,250.00	\$75,000.00
Clark County Social Service/COC	\$100,000.00					\$100,000.00	\$100,000.00
	\$1,470,924.00	\$8,509.50	\$76,585.50	\$110,623.50	\$289,323.00	\$985,882.50	\$1,470,924.00
Total Due for FY 07-08		\$8,509.50	\$76,585.50	\$110,623.50	\$289,323.00	\$985,882.50	\$1,470,924.00