

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

This Interlocal Agreement is made and entered into this 4TH day, of November 2009, by and among the COUNTY of CLARK (hereinafter referred to as "County"), and 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 "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, 2009, through June 30, 2010), not to exceed

the 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.

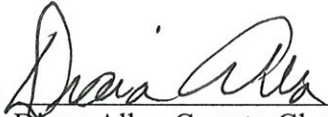
SECTION III: MISCELLANEOUS PROVISIONS

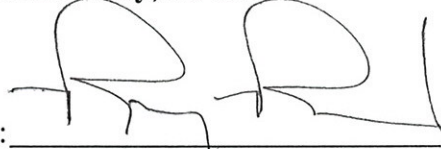
- A. Termination without Cause
 - 1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
 - 2. If termination is effected by any party, all parties 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 2009/2010 fiscal year beginning July 1, 2009, 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.

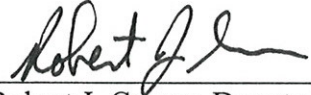
**Board of County Commissioners
Clark County, Nevada**

Attest:

By: 
Diana Alba, County Clerk

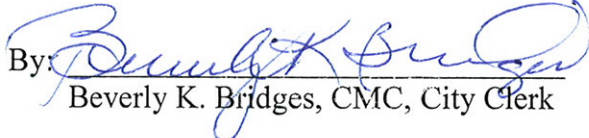
By: 
Rory Reid, Chairman

Approved as to form:

By: 
Robert J. Gower, Deputy District Attorney

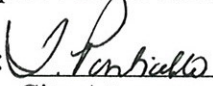
City of Las Vegas, Nevada

Attest:

By: 
Beverly K. Bridges, CMC, City Clerk

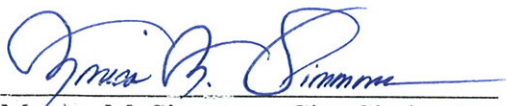
By: 
Oscar B. Goodman, Mayor

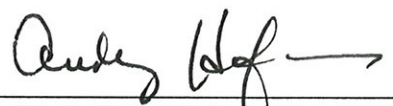
Approved as to form:

By: 
~~City Attorney~~
Chief Deputy City Attorney

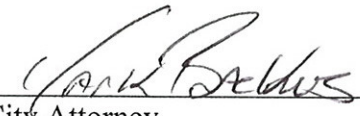
City of Henderson, Nevada

Attest:

By: 
Monica M. Simmons, City Clerk, MMC

By: 
Andy A. Hafen, Mayor

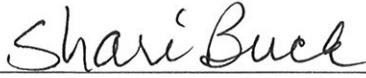
Approved as to form:

By: 
~~Asst. City Attorney~~

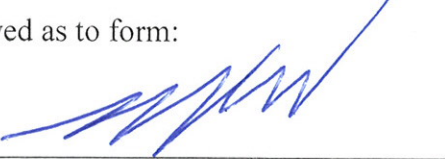
City of North Las Vegas, Nevada

Attest:

By: 
Karen L. Storms, CMC, City Clerk

By: 
Shari Buck, Mayor

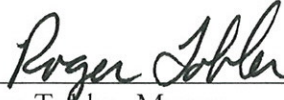
Approved as to form:

By: 
~~City Attorney~~
Nicholas Vaskov, Acting City Attorney

City of Boulder City, Nevada

Attest:

By: 
Lorene Krumm, CMC
Acting City Clerk

By: 
Roger Tobler, Mayor

Approved as to form:

By: 
City Attorney

Exhibit A
Southern Nevada Regional Planning Coalition's
Committee on Homelessness
Proposed Budget with 5% Reduction
FY 2009/2010

	Share by Jurisdiction, based on General Population Percentage					Joint Regional Commitment	Additional Regional Share	Total Project Cost
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.4%	Las Vegas 31%	Clark County 43.8%			
SNRPC Committee on Homelessness Supported Project								
Regional Homeless Coordination	\$615.65	\$8,465.19	\$10,312.14	\$23,856.44	\$33,706.84	\$76,956.26		\$76,956.26
Inclement Weather Shelter Winter night shelter (1/15-3/29) (342 beds) Summer day shelter (5/1- 9/30) (300 spaces) Seasonal nights in Henderson & Boulder City (2,192)	\$5,656.36	\$77,774.95	\$94,744.03	\$219,183.95	\$309,685.71	\$707,045.00	\$503,515.00	\$1,210,560.00
Emergency Shelter/Offsite Lodging Program								
Homeless Management Information System HMIS Project Manager: \$79,975 Operational Expenses/Insurance: \$69,399 METSYS Software Licenses/Supportive Services: \$82,151	\$1,852.20	\$25,467.75	\$31,024.35	\$71,772.75	\$101,407.95	\$231,525.00	\$48,664.00	\$231,525.00
Homeless Census and Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00
Total Due for FY 09-10	\$8,124.21	\$111,707.89	\$136,080.52	\$314,813.14	\$444,800.50	\$1,015,526.26	\$612,179.00	\$1,627,705.26

10/20/2009
Requested 5% draft from ad-hoc working Group of SNRPC Technical Committee
Cuts include evaluation (\$40,000) and regional homeless coordination (\$13,448.74)