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

This Interlocal Agreement is made and entered into this 21ST day, of July 2010, 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 "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, 2010, through June 30, 2011), 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 pay the County for its share of the costs related to Regional Homeless Coordination, Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2010/2011 fiscal year beginning July 1, 2010, 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 Interlocal 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 of 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, 2010, through June 30, 2011.

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Exhibit A
Southern Nevada Regional Planning Coalition's
Committee on Homelessness
Budget with 5% Reduction
FY 2010/2011

SNRPC Committee on Homelessness Supported Project	Share by Jurisdiction, based on General Population Percentage						Additional Regional Share	
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.4%	Las Vegas 31%	Clark County 43.8%	Joint Regional Commitment	Clark County	Total Project Cost
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 (11/15-3/29) (322 beds) Summer day shelter (5/1-9/30) (300 spaces) Seasonal nights in Henderson & Boulder City (2,192)	$5,134.78	$70,603.17	$86,007.49	$198,972.56	$281,128.00	$641,846.00	$439,375.75	$1,081,221.75
Emergency Shelter/Offsite Lodging Program							$20,977.00	$20,977.00
Homeless Management Information System	$1,759.59	$24,194.36	$29,473.13	$68,184.11	$96,337.55	$219,948.75		$219,948.75
Homeless Census and Evaluation	$208.00	$2,860.00	$3,484.00	$8,060.00	$11,388.00	$26,000.00	$60,000.00	$86,000.00
Total Due for FY 10-11	$7,718.02	$106,122.72	$129,276.77	$299,073.11	$422,560.39	$964,751.01	$520,352.75	$1,485,103.76

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~~ MMC, City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

By: _____ 9-10-10
City Attorney

City of Henderson, Nevada

Attest:

By: _____
Monica M. Simmons, City Clerk

By: _____
Andy A. Hafen, Mayor

Approved as to form:

By: _____
City Attorney

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Clark County, Nevada

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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

City of Henderson, Nevada

Attest:

By: Sabrina Mercadante
Sabrina Mercadante, CMC, Acting City Clerk

By: Andy A. Hafen
Andy A. Hafen, Mayor

Approved as to form:

By: Yank Barker
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~~ Acting City Attorney
Nicholas Vaskov

City of Boulder City, Nevada

Attest:

By: _____
Lorene Krumm, City Clerk

By: _____
Roger Tobler, Mayor

Approved as to form:

By: _____
Dave Olsen, 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

City of Boulder City, Nevada

Attest:

By: Lorene Krumm
Lorene Krumm, City Clerk

By: Roger Tobler
Roger Tobler, Mayor

Approved as to form:

By: Dave Olsen
Dave Olsen, City Attorney