

**PARTNERSHIP AGREEMENT OF THE
LAS VEGAS METROPOLITAN AREA CONSORTIUM
FOR THE SUSTAINABLE COMMUNITIES REGIONAL
PLANNING GRANT PROGRAM**

THIS AGREEMENT, effective as of the 23rd day of August, 2011, by and between the Southern Nevada Regional Planning Coalition (SNRPC), Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the City of Boulder City, the Regional Transportation Commission of Southern Nevada, the Conservation District of Southern Nevada, the Clark County School District, The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (UNLV) and Brookings Mountain West - UNLV, the Southern Nevada Regional Housing Authority, and the Southern Nevada Water Authority, the parties to this Agreement.

WHEREAS, Congress approved the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Public Law 112-10, April 15, 2011) (“Appropriations Act”);

WHEREAS, the Appropriations Act provided funding to HUD for a Sustainable Communities Initiative to improve regional planning efforts that integrate housing and transportation decisions, and increase the capacity of communities to modernize land use and zoning plans; and

WHEREAS, HUD published a Notice of Funding Availability (NOFA) for HUD’s fiscal year 2011 Sustainable Communities Regional Planning Grant Program which makes available up to \$5 million for large metropolitan areas, like the Las Vegas Metropolitan Area, to help complete a Regional Plan for Sustainable Development (“RPSD”); and

WHEREAS, the NOFA requires the formation of a multi-jurisdictional consortium consisting of a county, cities, MPO, regional planning agencies and non-profit partners to develop the RPSD and to provide at least 20 percent in in-kind or other resources; and

WHEREAS, the parties to this Agreement desire to form a multi-jurisdictional consortium called the Las Vegas Metropolitan Area Consortium (“LVMAC”) to prepare and submit an application for funds under NOFA that will support the preparation of a RPSD; and

WHEREAS, the RPSD will serve as a guide for private sector and local, regional and state government policies and investments by integrating various plans relating to housing, economic development, transportation, energy, water and environmental quality and furthering regional sustainable planning efforts to link bus rapid transit, employment, housing, and land use within the Las Vegas Metropolitan Area;

NOW, THEREFORE, in consideration of the conditions, agreements, and promises of the parties hereto, the parties hereto mutually agree as follows:

1. Definitions:

A. *Applicant*. The term “applicant” means a Consortium that makes application for funds under the NOFA published by HUD.

B. *Appropriations Act*. The term “Appropriations Act” means the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Public Law 112-10) approved by Congress on April 15, 2011.

C. *Consortium*. The term “Consortium” means a grouping of governmental entities, regional planning agencies, nonprofit organizations, and allied public and private sector partners that seek to develop a Regional Plan for Sustainable Development.

D. *HUD*. The abbreviation “HUD” means the U.S. Department of Housing and Urban Development.

E. *Lead Applicant*. The term “Lead Applicant” means the member of a Consortium authorized to act in a representative capacity with HUD on behalf of all members of the Consortium and to assume fiscal and administrative responsibility for ensuring that the Consortium’s program is carried out in compliance with all HUD and Program requirements.

F. *LVMAC*. The abbreviation “LVMAC” means the Las Vegas Metropolitan Area Consortium, the Consortium created by this Partnership Agreement.

G. *NOFA*. The abbreviation “NOFA” means the Notice of Funding Availability published by HUD for its Fiscal Year 2011 Sustainable Communities Regional Planning Grant Program.

H. *Program*. The term “Program” means the Sustainable Communities Regional Planning Grant Program.

I. *RPSD*. The abbreviation “RPSD” means the Regional Plan for Sustainable Development.

J. *SNRPC*. The abbreviation “SNRPC” means the Southern Nevada Regional Planning Coalition.

- 2. Las Vegas Metropolitan Area Consortium:** The parties hereby create a Consortium named Las Vegas Metropolitan Area Consortium (LVMAC). The parties further agree that, on their behalf, LVMAC will submit a single application to HUD for Sustainable Communities Planning Grant Program funding. In the event LVMAC is selected by HUD for a Sustainable Communities Planning Grant, LVMAC shall enter into a formal consortium agreement and thereafter cooperatively carry out the Program in the approved Application.

3. **Lead Applicant:** The parties hereby authorize the City of Henderson to be the Lead Applicant to act on behalf of all the members of LVMAC. As Lead Applicant, the City of Henderson shall prepare and submit a Pre-Application and Application to HUD for a Sustainable Communities Regional Planning Grant in an amount not to exceed \$5 million, by the published deadlines of August 25, 2011 for the Pre-Application (and as specified by HUD for the full Application), and in the manner and form required by the NOFA. Each member of LVMAC agrees to assist the City of Henderson in preparing the Sustainable Communities Regional Planning Grant Applications. In the event LVMAC is selected for funding, the City of Henderson is hereby granted the authority to execute a cooperative agreement with HUD and shall assume fiscal and administrative responsibility for the grant on behalf of LVMAC in compliance with all HUD and Program requirements.
4. **Grant Application:** The parties agree that LVMAC shall submit an Application under "Grant Category 1: Regional Plans for Sustainable Development." If selected by HUD, funds from the grant would support the preparation of a RPSD. The comprehensive RPSD will serve as a guide for private sector and local, regional and state government policies and investments that will integrate various existing or emergent plans. Funds will support outreach, stake-holder driven visioning and scenario planning exercises that are intended to address and enhance linkages between existing and planned bus rapid transit facilities, transit-oriented development, the location and distribution of affordable housing, schools, and employment centers throughout the region; support cost-effective and sustainable transportation and water infrastructure investments; designate lands for conservation; and proactively consider risks from disasters and climate change, amongst other things. Pursuant to the NOFA, LVMAC will be expected to work with HUD to identify a set of locally appropriate performance metrics that are consistent with the performance measures developed by the Sustainability Partnership and the Livability Principles that are listed in the NOFA.
5. **Consortium Agreement:** If selected for funding by HUD, a formal consortium agreement will be executed no later than 120 days after the effective start date of the grant agreement. The consortium agreement must describe each LVMAC member's specific activities under the Program, including timetables for completion. The City of Henderson, as Lead Applicant, will enter into memorandums of understanding with each LVMAC member receiving funding from the grant, to ensure delivery of the required activities.
6. **Cost Sharing or Matching:** The parties acknowledge that the grant requires applicants to provide a minimum of 20 percent in matching resources, including cash, in-kind contributions, or a combination of these sources. If LVMAC is selected for funding, LVMAC must identify the required amount of leveraged resources (20 percent) at the time of signing the cooperative agreement. The parties agree to identify in-kind contributions to satisfy the leveraged resources requirement prior to the execution of the consortium agreement. In-kind contributions may be in the form of staff-time, donated materials or services, including the list of possible in-kind services described in Section III.D of the NOFA.

7. **Governance Structure:** The parties agree that LVMAC shall be governed by the SNRPC. A majority of the SNRPC shall constitute a quorum. All actions must be adopted by at least a majority of the members of the SNRPC present and constituting the quorum at any meeting. The affirmative vote of at least two-thirds of the members of the SNRPC shall be necessary to pass an action relating to a budgetary matter or a matter which involves an expenditure of public money, including grant funds; or a contract or other instrument that creates a binding legal obligation on a public entity. During the course of the preparation of the RPSD, each member shall be consulted on a regular basis and its recommendations taken into consideration. The final RPSD approved by the SNRPC shall be submitted to each member for consideration and ratification. Ratification of the final RPSD by three-fourths of the members shall constitute final approval of the RPSD.
8. **Additional Consortium Members:** Additional members may be added to LVMAC at any time during the term of this Agreement with the consent of the SNRPC. Notwithstanding, the addition of new members to LVMAC shall not modify the governance structure of LVMAC.
9. **General Terms and Conditions.**
- A. **Term of Agreement:** This Agreement shall expire 36 months after a consortium agreement is executed by HUD. Notwithstanding the above, this Agreement shall expire immediately in the event LVMAC is notified by HUD that LVMAC has not been selected for a 2011 Sustainable Communities Regional Planning Grant.
 - B. **Termination of Agreement:** Any party may opt-out of this Agreement with the consent of the SNRPC if opting out will not affect LVMAC's eligibility status under the NOFA. Otherwise, a party may only opt-out of this Agreement with the unanimous consent of the remaining parties.
 - C. **Amendments:** This Agreement may be amended by approval of the governing bodies of each party.
 - D. **Effective Date:** The effective date of this Agreement is August 23, 2011.
 - E. **Assignability.** This Agreement may not be assigned by any party.
 - F. **Governing Law.** This Agreement shall be governed by the laws of the State of Nevada.
 - G. **Professional Services:** The SNRPC may employ professional services to carry out this Agreement or the Program.
 - H. **Liability.** No party shall be liable in damages, attorney fees, costs or monetary claim of any kind to any other party as a result of any claim or action arising out of this Agreement.

- I. Dispute Resolution: Any dispute arising out of this Agreement shall be resolved through good faith negotiations of all parties. In the event a dispute cannot be resolved through good faith negotiation, the dispute shall be taken before the SNRPC for consideration and final resolution.
- J. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral.
- K. No Third Party Beneficiaries: This Agreement is entered into for the benefit of the public, not for the benefit of any private person, company, corporation, firm or other entity who is not a party to this Agreement.
- L. Counterparts: This Agreement may be executed in any number of counterparts, and when so executed, each such counterpart shall be deemed to be an original hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Partnership Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

LAS VEGAS

PASSED, ADOPTED and APPROVED this ____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Date 9/21/11