

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

This Interlocal Agreement is made and entered into this \_\_\_\_ day, of \_\_\_\_\_ 2023, 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, 2023, through June 30, 2024), 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 Emergency Shelter for the 2023/2024 fiscal year beginning July 1, 2023, and terminating June 30, 2024, 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



**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: \_\_\_\_\_  
James B. Gibson, Chair  
Board of County Commissioners

Approved as to form:

By: Ashley Balducci  
Ashley Balducci, 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: \_\_\_\_\_  
Jose Luis Valdez, CMC, City Clerk

By: \_\_\_\_\_  
Richard A. Derrick, City Manager/CEO

Approved as to form:

Approved as to content:

By: \_\_\_\_\_  
Nicholas G. Vaskov, City Attorney

By: \_\_\_\_\_  
Lisa M. Corrado, AICP, Director  
Community Development and Services

\_\_\_\_\_  
CAO Review

Approved as to funding:

By: \_\_\_\_\_  
Maria Gamboa, Director of Finance

**City of North Las Vegas, Nevada**

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

**City of Boulder City, Nevada**

Attest:

By: \_\_\_\_\_  
Tami McKay, City Clerk

By: \_\_\_\_\_  
Joe Hardy, Mayor

Approved as to form:

By: \_\_\_\_\_  
Brittany Walker, City Attorney



**Exhibit A**  
**Southern Nevada Homelessness Continuum of Care Board**  
**Interlocal Budget**  
**FY 2023/2024**

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

5/17/2023