COMPOSITE INTERLOCAL AGREEMENT FOR SHARED FUNDING OF: EMERGENCY SHELTER, THE HOMELESS MANAGEMENT INFORMATION SYSTEM, and THE HOMELESS CENSUS AND EVALUATION

This Composite Interlocal Agreement ("Composite Interlocal" or "Interlocal Agreement") is made and entered into this 1st day of July, 2025, by and among CLARK COUNTY ("County"); and the CITY OF LAS VEGAS ("Las Vegas"), the CITY OF HENDERSON ("Henderson"), the CITY OF NORTH LAS VEGAS ("North Las Vegas"), and the CITY OF BOULDER CITY ("Boulder City), (collectively, "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 ("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 ("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: REGIONAL HOMELESS 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, data collection, and annual homeless census and evaluation activities. 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, 2025, through June 30, 2026), not to exceed the amounts stated in Exhibit A, Interlocal Budget for Emergency Shelter, the Homeless Management Information System (HMIS), Homeless Census and Evaluation activities.

County will work with Cities, providers, and the public to continue to incorporate these activities as a priority in the comprehensive homeless strategic plan. The parties seek 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, HMIS activities, homeless census and evaluation, will be shared among County and Cities on a population-based formula, not to exceed the amounts stated in <u>Exhibit A</u>. 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. <u>Governing Law and Venue</u> Nevada law shall govern the interpretation of this Interlocal Agreement. Further, the parties consent to the exclusive jurisdiction of, and venue in, either the Eighth Judicial District Court (state) or the U.S. District Court District of Nevada (federal), within Clark County, Nevada, for enforcement of this Interlocal Agreement.
- C. <u>Confidential Treatment of Information</u> 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. <u>Terms of Agreement</u> Each party agrees to pay County for its share of the costs related to Emergency Shelter, HMIS, Homeless Census and Evaluation for the 2025/2026 fiscal year beginning July 1, 2025, and terminating June 30, 2026, not to exceed the amount stated on <u>Exhibit A</u> unless the Interlocal Agreement is terminated as set forth in paragraph A above.
- E. <u>Amendments</u> 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 and 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. <u>Headings</u> 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. <u>Waiver or Breach</u> 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. <u>Severability</u> 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. <u>Independent Contractor</u> 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. <u>Entire Agreement</u> 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 or 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. <u>Effective Date</u> The effective date of this Interlocal Agreement shall be July 1, 2025, through June 30, 2026.

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IN WITNESS WHEREOF, County has caused this duly authorized representative(s) on this day of _	
Clark County, Nevada	
Attest:	,
By: I Lynn Marie Goya, County Clerk	By: Tick Segerblom, Chair Board of County Commissioners
Approved as to form:	
STEVEN B. WOLFSON DISTRICT ATTORNEY	
By: DATE: May 14, 2025 Brandon M. Thompson Deputy District Attorney	

IN WITNESS WHEREOF, Las Vegas has caused this Composite Interlocal Agreement to be executed by its duly authorized representative(s) on this day of, 2025.
City of Las Vegas, Nevada
Attest:
By: By: By: Shelly Berkley, Mayor
Approved as to form:
By:City Attorney

IN WITNESS WHEREOF , Henderson has cause by its duly authorized representative(s) on this		eement to be executed
Date of Council Action:		
CITY OF HENDERSON CLARK COUNTY, NEVADA		
STEPHANIE GARCIA-VAUSE, ICMA-CM, FAICP City Manager/CEO	Date	
ATTEST	APPROVED AS TO FUNDING:	
JOSE LUIS VALDEZ, CMC City Clerk	MARIA GAMBOA Director of Finance	GRANT Review
APPROVED AS TO CONTENT:	APPROVED AS TO FORM:	
LISA CORRADO Assistant City Manager	NICHOLAS G. VASKOV City Attorney	CAO Review

IN WITNESS WHEREOF, North Las Vegas has caused this Composite Interlocal Agreement to be executed by its duly authorized representative(s) on this day of, 2025.	эe
City of North Las Vegas, Nevada	
Attest:	
By: By: Pamela A. Goynes-Brown, Mayor	
Approved as to form:	
By:Andrew Moore, City Attorney	

IN WITNESS WHEREOF, Boulder City has carby its duly authorized representative(s) on this	used this Composite Interlocal Agreement to be executed day of
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 2025/2026

	Share by	Jurisdiction, b	Share by Jurisdiction, based on General Population Percentage	al Population	Percentage	
SNHCoC Supported Project	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.2%	Las Vegas 30%	Clark County 45.0%	Joint Regional Commitment
Emergency Shelter 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.	\$4,774.07	\$65,643.49	\$78,772.19	\$179,027.70	\$268,541.55	\$596,759.00
Homeless Census and Evaluation Bitfocus provides system data analysis and reporting, including calculation of census and Point In Time data	\$182.79	\$2,513.39	\$3,016.07	\$6,854.70	\$10,282.05	\$22,849.00
Homeless Management Information System Bitfocus provides single data system, user licenses, administration/management, staff technical support	\$1,874.54	\$25,774.95	\$30,929.94	\$70,295.32	\$105,443	\$234,317.75
HMIS Licenses allocated to each jurisdiction	2	23	27	62	94	208
Total Due	\$6,831.40	\$93,931.83	\$112,718.20	\$256,177.72	\$384,266.60	\$853,925.75

3/10/2025