

**Interlocal Agreement for a Subsidy of a Participating Municipality's Obligation
Under a Shared Service Agreement for the Campus of Hope**

This Interlocal Agreement for a Subsidy of a Participating Municipality's Obligation under a Shared Services Agreement for the Campus of Hope (this "Agreement") is made and entered into effective as of February 4, 2025 (the "Effective Date"), by CLARK COUNTY, a political subdivision of the State of Nevada and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (together "the Parties").

Recitals

Whereas, residents in Southern Nevada are impacted by housing insecurity and homelessness in Clark County;

Whereas, housing insecurity and homelessness impact the well-being of those directly affected, the quality of life of residents generally, and the regional economy, and as such, it is in the public interest to have a coordinated service array able to address the needs of those experiencing and at-risk of homelessness;

Whereas, shared capacity within the Campus for Hope serves the interests of the residents of Clark County and the Cities of Las Vegas, and North Las Vegas;

Whereas, Clark County and the Cities of Las Vegas, and North Las Vegas have entered into a Participating Municipality Shared Services Agreement with the Campus for Hope Foundation to contribute to services and supplies to be provided by the Campus for Hope;

Whereas, Article 3 of the Participating Municipality Shared Services Agreement expressly allows Participating Municipalities to subsidize another Participating Municipality's contribution in recognition of the Participating Municipality's other contributions to housing and services for homeless individuals and families, included as Exhibit A of this Agreement;

Whereas, Clark County recognizes the contributions of the City of Las Vegas to housing and services for homeless individuals and families through The Courtyard, the Recuperative Care Center, the Arrow Shuttles, Rapid Rehousing Programs, Non-Congregate Shelter, and MORE Teams.

NOW, THEREFORE, in consideration of the mutual covenants and promises, the Parties agree as follows:

**Article 1:
Roles, Responsibilities, and Obligations of the Parties**

The City of Las Vegas, as a Participating Municipality under the Shared Services Agreement will contribute the following amount towards its Participating Municipality

Contribution as defined in Section 3.1 of the Shared Services for the term of this Agreement:

Fiscal Year 2027 - \$1,300,000
Fiscal Year 2028 - \$1,500,000
Fiscal Year 2029 - \$1,750,000
Fiscal Year 2030 - \$2,000,000
Fiscal Year 2031 - \$2,500,000

Beginning in Fiscal Year 2027, Clark County agrees to subsidize each fiscal year during the Term (as defined below) of the remaining portion of the City of Las Vegas annual Participating Municipality Contribution under the Shared Services Agreement in an amount not to exceed \$3,000,000 per year (the "Participating Municipal Contribution Subsidy"). Clark County shall pay the City's Participating Municipal Contribution Subsidy to Campus for Hope in a manner mutually agreeable to the Parties no later than July 1 of year 2027 and every July 1st thereafter throughout the Term (as defined below).

Article 2: Term of Agreement; Termination of Agreement

The term of this Agreement shall be for 5 years from the Effective Date of this Agreement (the "Term"). The Parties agree that, if a material change in conditions warrants revision of these terms, the Parties will promptly commence good faith negotiations to establish an equitable and practical amendment or replacement of this Agreement accordingly. In the event that either party is unable to meet their obligations because of a lack of budgeted appropriations required pursuant to NRS 354.626, the obligations of the Parties shall expire at the end of the fiscal year in which appropriated funds are available. In the event that either party fails to meet its obligations hereunder or promised consideration set forth in the preamble, the non-defaulting party may terminate this agreement, provided, however, that the defaulting party is given notice of the default and a thirty-day period to cure the default.

Article 3: General Provisions

Dispute Resolution. In the event of a dispute arising under this Agreement, the Parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes which cannot be informally resolved shall be litigated rather than submitted to arbitration. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the Clark County, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

Assignment. City of Las Vegas may not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of Clark County.

Independent Entities. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of matters pursuant to this Agreement, each party is and shall be separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party or any other person.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

Headings. The headings to the various sections of this Agreement are solely for the convenience of the Parties hereto and shall have no effect on the interpretation or the enforcement hereof.

Amendment. This Agreement shall not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

Entire Agreement. This Agreement represents the entire and integrated agreement between the City of Las Vegas and Clark County. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notice. Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

To CLARK COUNTY:

Clark County
Attn: Abigail Frierson, Deputy County Manager
500 So. Grand Central Parkway
Las Vegas, Nevada 89155
Email: Abigail.Frierson@ClarkCountyNV.gov

To CITY OF LAS VEGAS:

City of Las Vegas
Attn: Sabra Smith-Newby
495 S. Main Street, 7th Floor
Las Vegas, NV 89101
Email: SNewby@LasVegasNevada.gov

With copy to:
City of Las Vegas
Attn: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Email: JDorocak@lasvegasnevada.gov

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Public Records. Each party is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Each Party's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF LAS VEGAS

Attest:

Shelley Berkley, Mayor

Dr. LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

City Council Date: _____
Agenda Item No. _____

John S. Ricilla 2/4/25

Deputy City Attorney Date
John S. Ricilla
Assistant City Attorney

CLARK COUNTY

Attest:

Tick Segerblom, Chair
Board of County Commissioners

Lynn Maire Goya, County Clerk

Approved as to Form:

Board Action Date: _____
Agenda Item No. _____

Deputy District Attorney Date