

**MEMORANDUM OF AGREEMENT
TO COLLABORATE ON
A COMPETITIVE GRANT THROUGH THE
U.S. ENVIRONMENTAL PROTECTION AGENCY'S CLIMATE POLLUTION
REDUCTION GRANTS PROGRAM**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between Clark County, the City of Boulder City, the City of Henderson, the City of Las Vegas, the City of Mesquite, the City of North Las Vegas, the Regional Transportation Commission of Southern Nevada, and the Southern Nevada Water Authority, which are political subdivisions of the State of Nevada ("Coalition Participants" or, collectively, the "Coalition"). This Agreement sets forth the responsibilities and commitments of the Coalition Participants to collaboratively pursue a competitive grant through the Climate Pollution Reduction Grants ("CPRG") program, administered by the United States Environmental Protection Agency ("EPA") and subsequently implement the greenhouse gas (GHG) reduction measures outlined in the Coalition's CPRG Implementation grant application(s).

RECITALS

WHEREAS, the Coalition Participants intend to work collaboratively to further the actions developed in the Priority Climate Action Plan (PCAP) and the subsequent Comprehensive Climate Action Plan (CCAP), as required through the CPRG Planning grant.

WHEREAS, the Coalition Participants have an existing interlocal agreement to collaborate on the All-In Community Sustainability and Climate Action Plan through a Regional Climate Collaborative in Southern Nevada, which complements the CPRG requirements and focuses on four priority goal areas:

- a. Foster Convening and Capacity Building: Coordinate strategies and actions, share lessons, discuss challenges, build partnerships, and receive expertise from others to build upon our current understanding and capacity for addressing climate change through our organizations.
- b. Deliver Regional Public Education and Outreach: Coordinate on a regional approach to public education and stakeholder engagement on issues related to climate planning and actions.
- c. Take Action on Climate Solutions: Produce and house regional and downscaled climate data, perform analyses to make better informed decisions, commission necessary research from academia and research organizations, and track regional progress toward climate goals. Develop models and plans, policies, and joint projects that result in a more coordinated regional response to climate change.
- d. Share and Leverage Resources: As appropriate and as authorized by each Participating Entity, share financial, human, and technological resources to further the shared goals of the region, including applications for new funding opportunities that yield regionally beneficial outcomes.

WHEREAS, the 2022 Inflation Reduction Act (IRA) established the CPRG program, which provides funds in two distinct but related phases:

- a. Planning grants: \$250 million for states, U.S. territories, municipalities, air pollution control agencies, tribes, and groups thereof to develop plans to reduce GHGs. On behalf of the participating entities of the existing Regional Climate Collaborative of

Southern Nevada, Clark County applied for and received \$1 million on August 1, 2023, to develop the PCAP and CCAP to allow the region to be eligible for the implementation grants.

- b. Implementation grants: \$4.6 billion for competitive grants to eligible applicants to implement GHG reduction programs, policies, projects, and measures (collectively, “GHG reduction measures,” or “Measures”) identified during a CPRG planning grant. EPA anticipates awarding 30 to 115 grants ranging between \$2 million and \$500 million under this general competition.

WHEREAS, the Coalition Participants have identified a Measure consisting of financial incentives and funding for residential and commercial building upgrades and improvements that enhance indoor air quality and comfort and increase water and energy efficiency, and for providing residents and businesses with technical assistance, financial resources, and contractors needed to accomplish the work (“Building Improvement Hub”).

WHEREAS, the Coalition Participants intend to apply for an implementation grant for the Building Improvement Hub project that will benefit the entire region in the amount of up to \$500 million. Coalition Participants may apply for additional implementation grant(s) that further the Priority Climate Action Plan.

WHEREAS, entities eligible to apply for an implementation grant include lead organizations that were direct recipients of CPRG planning grants.

WHEREAS, Clark County’s Department of Environment and Sustainability is a direct recipient of a CPRG planning grant and will be the lead applicant for the CPRG implementation grant (“Lead Applicant”).

WHEREAS, the CPRG general competition for implementation grants is designed to enable states, municipalities, tribes, and territories to achieve the following goals:

- a. Implement ambitious GHG reduction measures that will achieve significant cumulative GHG reductions by 2030 and beyond;
- b. Pursue measures that will achieve substantial community benefits (such as reduction of criteria air pollutants and hazardous air pollutants), particularly in low-income and disadvantaged communities;
- c. Complement other funding sources to maximize these GHG reductions and community benefits;
- d. Pursue innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions; and
- e. Incentivize eligible applicants to apply for funding together as a Coalition to implement GHG reduction measures regionally, across multiple municipalities, state boundaries, or even state and tribal boundaries.

WHEREAS, ensuring equitable distribution of the positive outcomes associated with implementation of the GHG reduction measures from the PCAP and/or the CCAP requires a solid foundation of regional collaboration.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Coalition Participants agree as follows:

AGREEMENT

1. The Lead Applicant, Clark County, accepts full responsibility for the performance of the Coalition on the proposed project and commits to being accountable to the EPA for effectively conducting the full scope of work as proposed in the grant application, and ensuring proper financial management of the CPRG Implementation grant funds.
2. The Coalition Participants that are also subrecipients, acknowledge they are subject to the same federal requirements as the Lead Applicant for the proper use of EPA funding and successful project implementation.
3. The Coalition Participants are committed to fulfilling their respective roles and responsibilities, as outlined in this Agreement, to successfully implement the GHG reduction measures described in the application.
4. The Coalition Participants commit to support and promote implementation of the Building Improvement Hub. Examples of support and promotion activities that are expected to be provided by Coalition Participants may include, but shall not be limited to:
 - a Providing requested data and analysis related to energy and water consumption, conservation programs, renewable energy generation, air quality and other community benefits, social equity and climate vulnerability, dollar savings, and other related data;
 - b Reviewing and commenting on reports, assessments, and other relevant documents;
 - c Participating in the identification and selection of community partners and contractors;
 - d Attending Coalition meetings;
 - e Sharing relevant experiences;
 - f Reporting on progress to Lead Applicant to share with EPA;
 - g Actively collaborating and coordinating with Coalition Participants, government and community stakeholders, and community-based partners;
 - h Hosting or attending community outreach and engagement events;
 - i General marketing and outreach efforts to increase community participation in the Building Improvement Hub program, including posting on Coalition Participant websites, social media channels, newsletters, community centers, public hearings, and meetings;
 - j Sharing resources and educational information for complementary services (e.g. transit, water conservation programs) that may benefit target populations; and
 - k Further actions the Coalition Participants determine to be necessary to fulfill the CPRG grant requirements.
5. The Coalition's operating model may include monthly meetings, quarterly reporting to EPA, semi-annual reporting to the Coalition Participants' respective Boards and Councils, and regular online community updates on progress and implementation of the Building Improvement Hub. Upon award of the grant, the Coalition Participants will develop project-specific operational policies and procedures that formalize the operating model.

6. This Agreement becomes effective the date on which all Coalition Participants have approved and executed this Agreement. The Effective Date shall be inserted in the first paragraph of this Agreement upon full execution by the Coalition Participants.
7. This Agreement may be amended or terminated only upon mutual written agreement of the Parties.
8. The term of this Agreement is the period of performance for the grant award, which is expected to be from October 1, 2024 to October 1, 2029, or five years after the estimated project start date for awards, unless the term is extended by unanimous consent of all Coalition Participants upon thirty (30) days' notice. The Parties acknowledge that funding of this Agreement is dependent upon the grant award, accordingly, if necessary funds to continue with the Agreement are not allocated, this Agreement shall terminate at the expiration of the appropriated funds as provided herein.
9. If unforeseen circumstances arise, not explicitly addressed in this Agreement, Coalition Participants agree to engage in good faith discussions and negotiations to reach a mutually acceptable resolution, taking into consideration the objectives and spirit of this Agreement.
10. This Agreement may be signed in one or more counterparts and all counterparts taken together shall constitute a signed Agreement. Each copy of the Agreement signed by an authorized signatory may be deemed an original.

IN WITNESS WHEREOF, the Coalition Participants have executed this Memorandum of Agreement by their duly authorized representatives.

[SIGNATURES ON FOLLOWING PAGES]

Clark County:

By: _____

Tick Segerblom, Chair

Date of Commission Action: _____

Attest:

By: _____

Lynn Marie Goya
County Clerk

Date

Approved as to Form:

By: _____

Steven Wolfson
District Attorney

Date

By: _____

Catherine Jorgensen
Deputy District Attorney

Date

City of Boulder City:

By: _____
Joe Hardy, Mayor

Date of City Council Action: _____

Attest:

By: _____	_____
Tami McKay	Date
City Clerk	

Approved as to Form:

By: _____	_____
Brittany Walker	Date

City of Henderson:

By: _____
Michelle Romero, Mayor Date

Date of City Council Action: _____

Attest:

By: _____
Jose Luis Valdez Date
City Clerk

Approved as to Form:

By: _____
Nicholas G. Vaskov Date
City Attorney

Approved as to Funding:

By: _____
Maria Gamboa Date
Director of Finance

Approved as to Content:

By: _____
Lisa M. Corrado Date
Director of Community Development
and Services

City of Las Vegas:

By: _____

Carolyn G. Goodman, Mayor

Date of City Council Action: _____

Attest:

By: _____

LuAnn D. Holmes, MMC

City Clerk

Date

Approved as to Form:

By: John S. Ridilla

John S. Ridilla

Deputy City Attorney



2/5/24

Date

City of Mesquite:

By: _____

Allan S. Litman, Mayor

Date of City Council Action: _____

Attest:

By: _____

Julie Goodsell

Deputy City Clerk

Date

Approved as to Form:

By: _____

Brian Pack

City Attorney

Date

City of North Las Vegas:

By: _____

Pamela Goynes-Brown, Mayor

Date of City Council Action: _____

Attest:

By: _____

Jackie Rodgers

City Clerk

Date

Approved as to Form:

By: _____

Micaela R. Moore

City Attorney

Date

Regional Transportation Commission of Southern Nevada:

By: _____

M.J. Maynard, Chief Executive Officer

Date of Board Action: _____

Attest:

By: _____

Marin Dubois

Government Affairs Supervisor

Date

Approved as to Form:

By: _____

Attorney

Date

Southern Nevada Water Authority:

By: _____

Marilyn Kirkpatrick, Chair

Date of Board Action: _____

Approved as to Form:

By: _____

Greg Walch

General Counsel

Date