

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS**

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 24th day of November, 2020, by and between the COUNTY OF CLARK, the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY, political subdivisions of the State of Nevada ("Member Entities").

WHEREAS, Southern Nevada continues to be one of the nation's fastest growing regions; and

WHEREAS, unprecedented growth creates tremendous challenges for local government to maintain an ongoing equilibrium between demands for public services generated by growth and the supply of revenues to finance those demands; and

WHEREAS, failing to meet these challenges will adversely impact such basic quality of life elements as economic prosperity, public safety, education, transportation, recreation and culture, the natural environment, and health care; and

WHEREAS, these challenges transcend governmental jurisdictional boundaries; and

WHEREAS, it is essential to preserve the unique qualities of individual communities as we continue to grow and develop; and

WHEREAS, intergovernmental collaboration has proven to be an efficient and effective approach to address many of these challenges; and

WHEREAS, it is of utmost importance to preserve and enhance the quality of life for the citizens and the future generations of Southern Nevada; and

WHEREAS, there is a need for collaboration and regional recommendations to address the challenges facing Southern Nevada, enumerated above; and

WHEREAS, Nevada Revised Statutes (NRS) § 278.02514 provides that in a county whose population is 700,000 or more, the board of county commissioners and the city council of each of at least the three largest cities in the county shall establish a regional planning coalition by cooperative agreement pursuant to NRS Chapter 277; and

WHEREAS, it was the legislative intent of the 70th Session (1999) of the Nevada Legislature to create a Regional Planning Coalition by Special Act for innovative strategies of planning and development, as well as statutes providing for the establishment of a coalition in certain counties, setting forth its powers and duties, requiring certain plans of local governments, regional agencies, states agencies, and public utilities to be reviewed, and other matters properly related thereto; and

WHEREAS, the Member Entities amended and restated the interlocal agreement for the formation of the Southern Nevada Regional Planning Coalition (SNRPC) in 2000; and

WHEREAS, in accordance with the § 7 of the Southern Nevada Regional Planning Coalition Act (Chapter 250, Statutes of Nevada, at page 1315), the Amended and Restated Interlocal Agreement for the Southern Nevada Regional Planning Coalition included the Clark County School District as a party; and

WHEREAS, the 79th (2017) Nevada Legislature repealed the Southern Nevada Regional Planning Coalition Act; and

WHEREAS, the repeal of the Southern Nevada Regional Planning Coalition Act necessitates the removal of the Clark County School District as a party to this interlocal agreement; and

WHEREAS, at SNRPC Board meetings and workshops in 2018 and 2019, and pursuant to the Strategic Planning Services scope of work, the SNRPC Board discussed possible roles, priorities, and issues of the SNRPC, including maintaining current functions and duties of SNRPC, restructuring or developing a type of alternative structure of the SNRPC based on other model organizations, or disbanding and transitioning the duties of SNRPC to other organizations; and

WHEREAS, after subsequent meetings and workshops of the SNRPC Board in 2020, the Member Entities desire to amend and restate this Interlocal Agreement that fulfills the requirements of a regional planning coalition pursuant to NRS Chapter 278.

NOW, THEREFORE, THE FOLLOWING HAVE BEEN MUTUALLY AGREED UPON BY ALL PARTIES:

1. **Name.** The Southern Nevada Regional Planning Coalition is hereby renamed the Southern Nevada Council of Governments ("SNCOG") and is the successor-in-interest to the Southern Nevada Regional Planning Coalition. Pursuant to NRS §§ 278.02507-278.02587, SNCOG is established as the regional planning coalition for the Comprehensive Regional Policy Plan Area.
2. **Definitions.**
 - (a) "Member Entity" shall mean Clark County, the City of Las Vegas, the City of Henderson, the City of North Las Vegas, and the City of Boulder City.
 - (b) The "Comprehensive Regional Policy Plan" shall mean the plan first adopted through the Southern Nevada Regional Planning Coalition and administered by the Regional Transportation Commission of Southern Nevada pursuant to NRS § 278.02528, and any subsequent amendments or newly created plan. The Comprehensive Regional Policy Plan as adopted at the time of this interlocal is entitled "Southern Nevada Strong."
 - (c) The "Comprehensive Regional Policy Plan Area" shall mean the incorporated areas of Las Vegas, North Las Vegas, Henderson, and Boulder City, and the unincorporated urban areas of Clark County.
 - (d) "Annual Work Plan" shall mean a plan that incorporates the proposed and budgeted activities for the upcoming fiscal year as discussed at an annual facilitated strategic workshop and approved by the SNCOG Board.
 - (e) "Annual Report" shall mean a report developed for the SNCOG Board by SNCOG staff that summarizes the activities and accomplishments of the Annual Work Plan from the preceding year.
3. **Efficiency Committee Superseded.** Deleted by Amendment.

4. Membership of the Governing Body of the Council ("SNCOG Board").

- (a) The membership of the SNCOG Board shall consist of two (2) elected officials appointed by the governing body of each of the following Member Entities:
 - i. Clark County
 - ii. City of Henderson
 - iii. City of Las Vegas
 - iv. City of North Las Vegas
- (b) The membership of the SNCOG Board shall include one (1) elected official appointed by the governing board of the following Member Entity:
 - i. City of Boulder City
- (c) The membership of the SNCOG Board may include one (1) representative appointed by the council, board, chief executive officer, or general manager of the following entities formed under the laws of the State of Nevada to serve as a non-voting, ex-officio member of the SNCOG Board:
 - i. Clark County School District
 - ii. Regional Transportation Commission of Southern Nevada
- (d) Each Board member shall have one (1) vote, except for any non-voting ex-officio members. Approval of any item shall be by majority vote, unless otherwise specified within this Agreement or by the laws of the State of Nevada.
- (e) A majority of the full voting membership of the SNCOG Board shall constitute a quorum.
- (f) The term of each voting member of the SNCOG Board is coterminous with the member's term of elected office unless the governing body of the Member Entity that appointed the member rescinds the member's appointment to the SNCOG Board. The term of each non-voting member of the SNCOG Board shall be two (2) years.
- (g) A vacancy on the SNCOG Board must be filled by the governing body, council, board, chief executive officer, or general manager entitled to appoint the member whose position is vacant. The term of a member appointed to fill a vacancy is the remainder of the term of the member whose position is vacant.

5. Meetings and Notice.

- (a) The SNCOG Board shall establish a calendar of regular meetings at a time and place designated by the Chair but shall have a minimum of four (4) regular meetings per year. All regular and special meetings of the SNCOG Board shall be noticed in the manner prescribed by the Nevada Open Meeting Law (NRS Chapter 241).
- (b) The SNCOG Board may hold special meetings as often as the needs of the Board require, in the manner described by the Rules of Practice and Procedure, upon notice to each member.

6. **Officers.** The officers of the SNCOG Board shall consist of a Chair and Vice-Chair selected from the Member Entities, elected for a two-year term at the first meeting of each odd numbered calendar year. The Chair and Vice-Chair shall not be from the same Member Entity.
7. **Staff.** The SNCOG Board may employ persons or contract for services necessary to carry out the provisions of NRS §§ 278.02528 to 278.02577 and other responsibilities as set forth in this Agreement, whose duties shall be established by the Board or within the Rules of Practice and Procedure. Such employees or contractors may include, without limitation, an Executive Director, Secretary, legal counsel, or other assistants or staff the Board deems necessary.
 - (a) The SNCOG Board may request any Member Entity to provide staff support for any SNCOG staff position.
 - (b) Any contract for services entered into pursuant to this Section must comply with the provisions of Section 14.
8. **Technical Committee** – Deleted by Amendment.
9. **Powers of the SNCOG.**
 - (a) The SNCOG shall comply with all applicable statutory requirements for a regional planning coalition, including those set forth in NRS § 278.02507 through § 278.02598, and all applicable provisions of the Nevada Administrative Code, as amended from time to time.
 - (b) The SNCOG Board shall adopt rules (“Rules of Practice and Procedure”) to govern the affairs of the SNCOG and the meetings of the Board as it deems necessary and shall amend such rules as necessary.
 - (c) The SNCOG Board shall conduct an annual facilitated strategic workshop at one of its regularly scheduled meetings to identify, consider, and prioritize regional policy issues as part of an Annual Work Plan, including:
 - i. Significant regional planning and policy issues within the Comprehensive Regional Policy Plan Area.
 - ii. A Project of Regional Significance within the Comprehensive Regional Policy Plan Area, as defined in the Rules of Practice and Procedure.
 - iii. Specifically identified issues from the Comprehensive Regional Policy Plan that may be of importance to the Member Entities.
 - iv. Issues described within an Annual Report developed for the Board, as well as new emerging issues to be contemplated at the workshop.
 - v. Recommended activities, areas of study, or regional policy changes for the benefit of the Member Entities to be included in the Annual Work Plan.
 - vi. Establishment of standardized population projections and consensus population estimates.
 - (d) The SNCOG Board shall approve a budget pursuant to Section 13 that is consistent with the outcomes of the annual facilitated strategic workshop and Annual Work Plan.
10. **Clearinghouse Responsibility** – Deleted by Amendment.

11. Procedures – Deleted by Amendment.

12. Committees and Subcommittees. The SNCOG Board may form and appoint such committees and subcommittees from time to time with such duties as may be designated by the Board. Committees and subcommittees shall have such members and duties as may be determined from time to time by the SNCOG Board.

13. Budget Authority.

- (a) The SNCOG Board shall approve an annual budget on or before of each year and shall recommend the apportionment of costs among the Member Entities proportional to the Member Entities' share of the population as determined from the most recent consensus Southern Nevada population estimate.
- (b) The recommended apportioned costs shall be submitted to the governing bodies of the Member Entities for approval. Upon approval by each Member Entity, funds to cover that Member Entity's share of costs shall be deposited into a separate account to be maintained by Clark County. Each Member Entity agrees to pay its approved share of annual budget expenses during the term of this Agreement.
- (c) Clark County shall furnish an independent audit upon request of the SNCOG Board. Such an independent audit shall not occur more than one (1) time each year.
- (d) The SNCOG may apply for and accept grants or donations from other Federal, state, regional, or local governments, private sector donors, or non-profits.
- (e) The affirmative vote of 2/3 of the members of the SNCOG Board present is necessary to pass an action relating to:
 - i. A budgetary matter or a matter which involves an expenditure of public money;
 - ii. A contract or other instrument that creates a binding legal obligation on a public entity; or
 - iii. The acceptance of grants or donations from other Federal, state, regional, or local governments, private sector donors, or non-profits.

14. Professional Services. In the exercise of its powers, the SNCOG may contract with any person or public or private entity to provide professional support services for the SNCOG. All contracts for outside professional services shall be approved by the SNCOG Board, prepared pursuant to the Rules of Practice and Procedure, and shall conform to the budget. Support services may include, but are not limited to the following:

- (a) Administrative or legal support.
- (b) Regional facilitation, strategic planning, and policy outreach to constituents, elected officials, and other leaders to promote the efforts of the SNCOG Board.
- (c) Coordination of efforts on behalf of the SNCOG with all participating Member Entities;
- (d) Any other professional and technical consultants, as needed.

15. Term of the Agreement. This Agreement shall continue until terminated.

- 16. Termination.** This Agreement may be terminated by the adoption of a resolution to that effect by 2/3 of the governing bodies of all Member Entities. Such termination shall not take effect until all outstanding debts or contractual obligations of the SNCOG have been fulfilled and one hundred and eighty (180) days have passed from the adoption of such resolution by the fourth Member Entity.
- 17. Amendments.** This Agreement may be amended by approval of such amendment by the governing bodies of all Member Entities.
- 18. Effective Date.** The effective date of this Agreement shall be the date on which the governing body of the last Member Entity approves this Agreement.
- 19. Applicable Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.
- 20. Headings; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All references in this Agreement to sections shall be to sections of this Agreement, unless otherwise specified.
- 21. Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts. All such counterparts will constitute the same instrument and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart, each of which shall be an original and all of which shall together constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
- 22. No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the day and in the year first above written.

Clark County:

Attest: Lynn Marie Goya, County Clerk

Marilyn Kirkpatrick, Chairwoman

Date

City of Henderson:

Attest: Sabrina Mercadante, City Clerk

Debra March, Mayor

Date

City of Las Vegas:

Attest: LuAnn Holmes, City Clerk

Carolyn G. Goodman, Mayor

Date

City of North Las Vegas:

Attest: Catherine Raynor, City Clerk

John Lee, Mayor

Date


City of Boulder City:

Attest: Lorene Krumm, City Clerk

Kiernan McManus, Mayor

Date

APPROVED AS TO FORM


Seth T. Floyd
Deputy City Attorney

12/1/20
Date