

INTERLOCAL AGREEMENT FOR THE REGIONAL FAIR HOUSING AND EQUITY ASSESSMENT

This Interlocal Agreement is made and entered into this _____ day of _____, 2024, among CLARK COUNTY ("County") and the CITY OF LAS VEGAS, the CITY OF NORTH LAS VEGAS, and the CITY OF HENDERSON (collectively referred to as "Cities").

WITNESSETH:

WHEREAS, pursuant to the U.S. Department of Housing and Urban Development (HUD) 2021 Interim Final Rule, "Restoring Affirmatively Furthering Fair Housing Definitions and Certifications," reestablishes voluntary processes and technical assistance to assist program participants in complying with their statutory requirements to affirmatively further fair housing and engage in fair housing planning; and

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the County and Cities have jointly selected TDA Consulting, Inc. to provide professional consulting services at the cost of \$92,200.00. The County and Cities agree to share the cost, and the financial obligations to be repaid to the County by each participant were calculated using the percentage of CDBG allocation by Participating Jurisdictions in Southern Nevada.

NOW, THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

I. Scope of Services

- A. Clark County will contribute FORTY-FIVE THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$45,184.47); the City of Las Vegas will provide TWENTY-SEVEN THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-SIX CENTS (\$27,925.46); the City of North Las Vegas will provide TEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS AND THIRTEEN CENTS (\$10,461.13); and the City of Henderson will provide EIGHT THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS AND NINETY-FOUR CENTS (\$8,628.94) as reimbursement to Clark County as the lead agency for professional services to develop the 2025 Regional Fair Housing and Equity Assessment.
- B. Clark County and the Cities will respond timely to all TDA Consulting, Inc. requests for contact lists, public hearing and/or meeting coordination, or other tools necessary for TDA Consulting, Inc. to complete the 2025 Regional Fair Housing and Equity Assessment.

II. MISCELLANEOUS PROVISIONS

- A. Governing Law & Venue: This Interlocal Agreement, and any rights and/or obligations of the parties arising thereof, shall be governed by, and construed according to, the laws of the State of Nevada. Further, the parties consent to the exclusive jurisdiction of, and venue in, the Eighth Judicial District Court, Clark County, Nevada for enforcement of this Interlocal Agreement.
- B. 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.
- C. Terms of Agreement: Each party agrees to pay County for its share of the costs related to the 2025 Regional Fair Housing and Equity Assessment, as set forth in Section I above.
- D. 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.
- E. Other Party Liability: Subject to the limitations of law, and to the extent allowed by law, each party shall be responsible for the acts and/or omissions—negligent or intentional—of its officers, directors, agents, representatives, members and/or employees in connection with this Interlocal Agreement. Neither County nor Cities—individually or collectively—waive(s) any rights of defenses to indemnification that may exist under law. Further, County and Cities, including any of their respective agents or employees, shall not be liable to any party(ies), not participating in this Interlocal Agreement, for any act or omission of the other party.
- F. 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.
- G. Headings: 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.
- H. Waiver or Breach: 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.
- I. Severability: 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.

- J. Independent Contractor: County and Cities are independent entities, and nothing contained in this Interlocal Agreement shall be construed as, 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.
- K. Entire Agreement: 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.

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IN WITNESS WHEREOF, County and Cities hereto have caused this Interlocal Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS, CLARK
COUNTY, NEVADA

TICK SEGERBLOM, Chair

ATTEST:

LYNN MARIE GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By _____

BRANDON M. THOMPSON
Deputy District Attorney

IN WITNESS WHEREOF, County and Cities hereto have caused this Interlocal Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2024.

CITY COUNCIL OF THE CITY OF
LAS VEGAS

CAROLYN G. GOODMAN, Mayor

ATTEST:

DR. LUANN D. HOMES, MMC, City Clerk

APPROVED AS TO FORM:

By _____
Deputy City Attorney

IN WITNESS WHEREOF, County and Cities hereto have caused this Interlocal Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2024.

CITY COUNCIL OF THE CITY OF
NORTH LAS VEGAS

PAMELA A. GOYNES-BROWN, Mayor

ATTEST:

JACKIE RODGERS, City Clerk

APPROVED AS TO FORM:

By _____
ANDY MOORE, Acting City Attorney

IN WITNESS WHEREOF, County and Cities hereto have caused this Interlocal Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2024.

Date of Council Action: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

RICHARD A. DERRICK
City Manager/CEO

Date

ATTEST:

APPROVED AS TO FUNDING:

JOSE LUIS VALDEZ, CMC
City Clerk

MARIA GAMBOA
Director of Finance

FINANCE
Review

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

LISA CORRADO, AICP
Director of Community Development & Services

NICHOLAS G. VASKOV
City Attorney

CAO
Review