

Participating Municipality Shared Services Agreement

This Shared Service Agreement (this "Agreement") is made and entered into effective as of [Date], 2025 (the "Effective Date"), by and among the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, CITY OF NORTH LAS VEGAS, a municipal corporation of the State of Nevada, , and CLARK COUNTY, a political subdivision of the State of Nevada (together "Participating Municipalities"), and The Campus for Hope Foundation, a Nevada nonprofit corporation ("Foundation").

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, it is important that the Participating Municipalities coordinate their efforts in order to assure their residents that reasonable efforts are being expended to provide a coordinated and effective homelessness response system;

Whereas, the Participating Municipalities wish to pool their collective resources to improve and expand services available within Clark County aimed at serving those residents at-risk of or experiencing homelessness and their families;

Whereas, the Foundation intends to develop and operate a Qualified Project (as defined in NRS 231.3723) pursuant to NRS 231 known as the Campus for Hope (the "Campus for Hope") to provide applicable services to residents in incorporated and unincorporated Clark County who are experiencing homelessness or are at risk of experiencing homelessness and their families;

Whereas, the Participating Municipalities desire to ensure that the services provided by the Qualified Project are available for their residents who are experiencing homelessness and their families in accordance with NRS 231.3735;

Whereas, shared capacity within the Qualified Project serves the interests of the residents of Clark County and the Cities of Las Vegas and North Las Vegas;

Whereas, NRS 231.3725(2)(b) requires that municipalities who desire to qualify as Participating Municipalities in a Qualified Project must enter into a shared services agreement with the Lead Participant of a Qualified Project whereby the municipality contributes annually to ongoing facility operations and maintenance costs and receives equitable access to a share of the Qualified Project's capacity;

Whereas, the Foundation was formed as a nonprofit 501(c)(3) organization to construct and operate a facility designed to assist those experiencing or at risk of

experiencing homelessness and has a physical location in Nevada and can serve as a Lead Participant (as defined in NRS 231.3715);

Whereas, the parties hereto agree that the Campus for Hope meets all requirements of NRS 231.3723, 231.3725 and 231.3727;

Whereas, NRS 231.3725 and NRS 231.3729 allow for matching funds up to \$100,000,000 from the State of Nevada to a Lead Participant for acquisition, construction, installation and equipping of an approved Qualified Project to assist those experiencing or at risk of experiencing homelessness and their families; and

Whereas, NRS 231.3737 requires the State of Nevada to transfer an amount equal to the amount provided by the Participating Municipalities for the operating costs of a Qualified Project, which shall not exceed \$15,000,000 per fiscal year, as adjusted pursuant to NRS 231.3737(5) (the "State Match").

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

Article 1: Definitions; Interpretation

1.1. Certain Defined Terms.

The parties agree that the following definitions shall apply to this Agreement:

- (a) "Effective Date" shall mean the last date of approval by the respective governing bodies of the Participating Municipalities, as long as the approval of all Participating Municipalities is no later than February 28, 2025 (the "Outside Date"). If such collective approval does not occur by the Outside Date, this Agreement shall be null and void and of no force nor effect. The prior version of this Agreement, approved by Clark County on November 5, 2024 and North Las Vegas on December 4, 2024, expired and is of no further force or effect.
- (b) "Navigation Center" shall have the meaning given such term in NRS 231.3735(2)(a). Navigation Centers may offer emergency shelter, hygiene facilities, nutritious meals, case management, healthcare services, mental health counseling, substance abuse treatment, job training, employment assistance, and access to clothing and essential supplies. The primary goals of a Navigation Center are to implement a low-barrier approach to ensuring inclusivity and accessibility, address the immediate needs of those experiencing homelessness, and identify individuals who are ready, willing and able to utilize a broader range of available services.
- (c) "NRS" shall mean the Nevada Revised Statutes, as amended from time-to-time.

Article 2:

Foundation Roles, Responsibilities, and Obligations

2.1 Facility Development and Operations.

The Foundation shall be responsible for the comprehensive oversight of the construction and development of the Campus for Hope. This includes securing all necessary permits

and approvals, adhering to construction timelines, and ensuring the facility meets all local, state, and federal building codes and regulations. The Foundation will manage Campus for Hope's daily operations upon completion, including staffing the facility with qualified professionals and ensuring the provision of comprehensive services such as transitional housing, healthcare, mental health services, job training, educational programs, and housing assistance.

The Participating Municipalities and the Foundation agree that they will work cooperatively and in good faith with each other regarding their respective use of the Campus for Hope (and any future additions thereto) and any adjacent, related facilities that may result from any expansions thereof. The Participating Municipalities and the Foundation further agree to share any and all relevant information about the Campus for Hope, programs and operations generally, as reasonably required by the Participating Municipalities and allowed under applicable law and the Foundation for purposes of providing and coordinating services for those experiencing or at risk of homelessness and their families and related activities.

2.2 Financial Management.

The Foundation shall ensure the strategic and transparent utilization of state and local matching funds as outlined in NRS 231. In addition to the State Match and the Participating Municipalities' Contribution, the Foundation will actively pursue additional funding sources, including grants and donations. The Foundation will provide the Participating Municipalities the compliance reports required by NRS 231.3725(3)(r), supplemented as necessary to include an annual operating budget broken down by revenue source and expenditure line item. The Foundation will provide its audited financial statements to the Participating Municipalities annually, which will be prepared in accordance with Generally Accepted Auditing Standards. Beginning after the Campus for Hope's third year of operations, and continuing annually thereafter, the Foundation shall also provide to the Participating Municipality Advisory Committee a capital facilities budget that includes any commercially reasonable allocations for capital reserves as determined by the Foundation, which shall be placed in a separate account and shall only be used for capital improvements. During the first two years of operations, the Foundation will provide the Participating Municipality Advisory Committee with budget-to-actual summary financial statements on a quarterly basis. After the first two years of operations, these reports will be provided semi-annually to the Participating Municipality Advisory Committee.

2.3 Participating Municipality Advisory Committee.

The Foundation and the Participating Municipalities shall establish and maintain a Participating Municipality Advisory Committee comprised of financial and programmatic leaders from each Participating Municipality. If any Participating Municipality is providing a subsidy under Section 3.1 to another Participating Municipality, the Participating Municipality providing the subsidy shall be entitled to an additional representative on the committee. The committee will meet semi-annually, unless otherwise required by this Agreement, to review the financial information generated by Foundation pursuant to Section 2.2 hereof. The Participating Municipality Advisory Committee will also provide guidance on service delivery, program strategies, Campus for Hope capacity and overall performance metrics and will provide advice and assistance, where appropriate, to address identified operational challenges. For the avoidance of doubt, the Participating

Municipality Advisory Committee’s role is advisory only, without direct control over operations, acting as a resource for ensuring transparency and addressing fiscal or programmatic issues with the Foundation.

2.4 Service Coordination.

The Foundation shall use good faith efforts to coordinate with local governments, nonprofit organizations, healthcare providers, educational institutions, and private sector partners to integrate services and create a comprehensive support network for individuals and families experiencing homelessness or at risk of becoming homeless who are clients for Campus of Hope. This includes working in good faith to establish referral systems, shared case management protocols, and collaborative service delivery models to ensure seamless and efficient access to services. The Foundation shall use the “Continuum of Care” approved case management system to track information on individuals serviced and services provided at the Campus for Hope, where practicable to do so.

2.5 Acceptance of Referrals from Participating Municipalities.

The Foundation agrees to accept referrals that comply with Section 3.3 hereof. Each Participating Municipality shall have proportional access to refer residents to the Campus for Hope consistent with each Participating Municipalities proportional allocation pursuant to Section 3.1 hereof, except if the vacancy rate of the Campus for Hope is greater than five percent (5%), the Foundation shall accept referrals from any Participating Municipality on a first-come, first-served basis.

2.6 Community Response

The Foundation agrees to create a process and point of contact for the purpose of addressing neighborhood impacts from the Campus for Hope. The process will include a response to the affected Participating Municipality. Continuing complaints will be addressed in the Participating Municipality Advisory Committee.

Article 3:

Participating Municipalities Roles, Responsibilities, and Obligations

3.1 Financial Contributions

Each Participating Municipality shall contribute annually on July 1st to the operational and maintenance costs of the Campus for Hope. The collective contribution from the Participating Municipalities shall be \$15,000,000 per fiscal year (subject to the terms of this Section 3.1, the “Participating Municipalities’ Contribution”), an amount to be matched by the State of Nevada pursuant to NRS 231.3737(2) with the State Match. The collective contribution shall be: (i) adjusted annually in accordance with the percentage increase in the Consumer Price Inflation Index (as defined in NRS 231.3737(6)), and (ii) reduced proportionally to accommodate an approved or incurred operating budget of less than \$30,000,000 (such amount, the “Maximum Contribution”) in any year for the Campus for Hope. Importantly, the objective of the parties is to maximize the State Match while ensuring a fiscally responsible budget process that only requires the allocation of the Participating Municipalities’ Contribution necessary for each year’s operations and maintenance, but the Participating Municipalities shall have no obligation to contribute beyond its proportional allocation, which collectively shall not exceed the State Match.

Each Participating Municipality's share of the Participating Municipalities' Contribution will be allocated based on the proportion of its respective population relative to the total, aggregate population of the City of Las Vegas, City of North Las Vegas, City of Henderson and unincorporated Clark County from the prior fiscal year (adjusted annually based on the census prepared by the State Demographer's Office for the prior year), to ensure equitable financial responsibility.

For the avoidance of doubt, Clark County's population will be based off the population in unincorporated Clark County.

Any of the Participating Municipalities may agree through separate agreement that does not affect or amend the terms and conditions hereof to subsidize another Participating Municipality's share of the Participating Municipalities' Contribution in recognition of the subsidized Participating Municipality's other contributions to housing and services for homeless individuals and families.

If actual expenditures of the Campus for Hope are less than expected and do not require the Maximum Contribution, each Participating Municipality's portion of the Participating Municipalities' Contribution shall be reduced proportionately. Should operational expenses of the Campus for Hope be lower than expected during the year, the unspent portion of the Participating Municipalities' Contribution will either be: (a) returned to the Participating Municipalities on a pro rata basis, or (b) with consent, credited to the applicable Participating Municipality's portion of the Participating Municipalities' Contribution for the following year. To the extent that the State of Nevada or any Participating Municipality fails to meet the obligations or chooses to not participate, as set forth in NRS 231, the parties agree that: (i) they will meet in good faith to reconsider the terms of this Agreement; and (ii) that no party to this Agreement shall be obligated to make up or supplement funding (a) for any jurisdiction that is not a party to this Agreement or (b) in the event that the State of Nevada or any Participating Municipality fails to meet its obligations under this Agreement.

The first Participating Municipalities' Contribution shall be made no later than thirty (30) days following the issuance of a certificate of occupancy for the Campus for Hope, and no later than July 1, 2027, unless the facility has not received a certificate of occupancy by July 1, 2027. Subsequent Participating Municipalities' Contributions shall be made annually on July 1st. Each October, the Foundation shall provide a financial report of actual operating and maintenance costs for the prior fiscal year, consistent with Section 2.2. The report will specify whether unspent funds will be returned to the Participating Municipalities or credited toward the next year's Participating Municipalities' Contribution.

3.2 Navigation Centers or Intake Process

Pursuant to NRS 231.3735(2)(a) prior to the referral of its residents to the Campus for Hope, a Participating Municipality shall provide for a Navigation Center or other process for the initial intake and screening of individuals experiencing homelessness or at risk of homelessness and for those individuals and their families. A Participating Municipality may contract with another Participating Municipality or nonprofit corporation to operate its Navigation Center. These Navigation Centers or intake and screening processes will facilitate access to Campus for Hope services, providing a critical entry point for

individuals seeking assistance. Each Participating Municipality will identify a Navigation Center or process for review by the Participating Municipality Advisory Committee created pursuant to Section 2.3 hereof. If a Participating Municipality fails to provide for an approved Navigation Center or other process for the initial intake and screening of individuals experiencing homelessness or at risk of homelessness, the Participating Municipality will be prohibited from directly referring its residents to the Campus for Hope for services.

The parties agree that the existing City of Las Vegas Courtyard/Corridor of Hope facilities are deemed a qualified Navigation Center under this Agreement.

3.3 Referral Process and Requirements

Prior to a Participating Municipality submitting a referral to the Campus for Hope, the Participating Municipality shall ensure the person in need of placement meets the placement criteria and will follow the established process and criteria established by the Foundation and submitted to the Participating Municipality Advisory Committee for review and comment as set forth in Section 2.3.

3.4 Housing Plan

Pursuant to NRS 231.3735(2)(c), before referring residents to the Campus for Hope, each Participating Municipality must have a plan in place to provide affordable, attainable workforce housing and permanent supportive housing within its borders. This plan shall align with the jurisdiction's broader housing strategy and address the approach to housing and homelessness in accordance with any applicable legislation. To ensure consistency and transparency, the plan will be updated annually and made publicly accessible on the official website of each jurisdiction by July 1 of each year. The Participating Municipalities are committed to regularly updating this housing plan to reflect current needs and priorities, ensuring a coordinated approach to housing and homelessness solutions.

3.5 Representative

Each Participating Municipality shall designate a representative to oversee the implementation of this Agreement for its respective municipality. The representative shall provide a day-to-day point of contact for the respective municipality and foster mutual cooperation between the Participating Municipalities and the Foundation. For the avoidance of doubt, this may be one of the persons who represents the Participating Municipality on the Participating Municipality Advisory Committee or Technical Advisory Committee.

3.6 Limited Liability

The Participating Municipalities will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases, except that each waives and surrenders any claim of governmental power or immunity with respect to the interpretation or enforcement of this Agreement by the Foundation but only to the extent necessary to allow the Foundation to enforce the terms of this Agreement against such Participating Municipality.

Notwithstanding the foregoing, nothing herein shall be deemed to limit Participating Municipality's rights under NRS 41.035 with respect to tort actions. Contract liability of all Participating Municipalities shall not be subject to punitive damages. To the extent

applicable, actual contract damages for any breach shall be limited by NRS 354.626.

3.7 Fee Abatement

Once a location has been determined for the Campus for Hope, pursuant to NRS 231.3733, and for the purpose of encouraging local economic development, the Participating Municipality, whose jurisdiction that Campus of Hope is located will consider in good faith the abatement of all permitting, licensing and other related fees and charges that the local government is authorized to impose or charge pursuant to Chapter 244 or 268 of NRS with respect to the Campus for Hope.

Article 4: Compliance and Oversight

4.1 Regulatory Compliance

The Foundation shall ensure that all Campus for Hope operations comply with applicable state and local regulations, including those specified in NRS 231. This includes maintaining all necessary licenses and certifications, adhering to applicable health and safety standards, and complying with applicable reporting and accountability requirements.

4.2 Performance Metrics

The Foundation will establish and monitor performance metrics to assess the Campus for Hope's impact on homelessness reduction, employment rates, health outcomes, and other socioeconomic factors. The metrics will include: (i) length of stay; (ii) vacancy rate; (iii) referring municipality, when possible; (iv) discharge plan; (v) services provided; and (vi) demographics. These metrics will be reviewed regularly, and the Foundation will use the data to inform continuous improvement efforts. These metrics will also be reviewed by the Foundation and are subject to modification in its reasonable discretion.

4.3 Review and Audit of Records.

The Foundation agrees to maintain commercially reasonable records pertaining to the operation of the Campus for Hope pursuant to standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of two years after the termination of this Agreement. All records subject to audit findings shall be retained for two years after the end of each 12-month period following the Effective Date. The Foundation agrees to permit the Participating Municipalities to collectively engage in one joint inspection and audit of the Foundation's annual audit prepared under Section 2.2 hereof, using a mutually agreeable third-party auditor, for the purpose of determining compliance with this Agreement and NRS 231 at a time mutually determined. Foundation further understands and agrees that said inspection and audit would be exercised upon written notice, and the Participating Municipalities would perform the audit at the Campus for Hope at the Participating Municipalities' expense. The Foundation and the Participating Municipalities agree to reasonably correct or remedy any accounting discrepancies uncovered as a result of an audit by either prompt repayment or credit against future disbursements or other mutually agreeable resolution.

Article 5: Insurance and Indemnification

5.1 General Insurance Requirements

Unless expressly waived in writing by the Participating Municipalities, the Foundation shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the Participating Municipalities and each of their respective officers, employees and agents, for losses arising from work, materials, or equipment performed or provided by or on behalf of the Foundation. By endorsement to the Foundation's automobile and general liability policies, the Participating Municipalities shall be named as an additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Foundation. The Foundation shall not commence work before the Foundation has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Participating Municipalities.

A. Workers' Compensation and Employer's Liability Insurance.

1) The Foundation shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.

B. If the Foundation qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the Participating Municipalities a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210. Commercial General Liability – Occurrence Form. The policy shall include bodily injury, property damage and broad form contractual liability coverage.

1) General aggregate	\$2,000,000
2) Products – completed operations aggregate	\$1,000,000
3) Personal and advertising injury	\$1,000,000
4) Each occurrence	\$1,000,000

C. Automobile Liability. The policy shall cover bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

1) Combined Single Limit (CSL)	\$1,000,000
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5.2 Indemnification by Foundation.

The Foundation shall maintain and supervise reasonable safety precautions and programs in connection with the performance of this Agreement. Regardless of the coverage provided by any of the policies, the Foundation shall indemnify, defend (with counsel that may be the same as the Foundation's counsel so long as the applicable Participating Municipality waives any conflict of interest with respect to such joint representation) and hold harmless the Participating Municipalities from any and all third-party claims, demands, actions, reasonable attorneys' fees, reasonable costs and expenses, based upon or arising out of alleged errors, omissions or acts of the Foundation or its principals, employees, subcontractors or other agents while performing services pursuant to or in connection with the Agreement except to the extent that such arise from any willful, reckless or negligent act on the part of the Participating Municipalities or its agents, employees or officials. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement for a period of two years.

Article 6: Term

6.1 Term of Agreement.

The term of this Agreement shall be for ten (10) years from the Effective Date of this Agreement. Subject to Sections 6.2 and 7.7 hereof, the parties have the option to extend the Agreement for two additional ten (10) year periods. The Participating Municipalities and the Foundation agree that, if a material change in conditions warrants revision of these terms, the Participating Municipalities and the Foundation will promptly commence good faith negotiations to establish an equitable and practical shared use of the Campus for Hope and amend or replace this Agreement accordingly.

6.2 Termination.

A party's failure (in such case, the "defaulting party") to perform under this Agreement or to comply with the requirements of NRS 231, following receipt of notice of such failure and a 60-day period to cure from a non-defaulting party, shall be deemed an event of default hereunder. Upon the occurrence of such an event of default, the non-defaulting party may terminate this Agreement, except that any financial commitment in accordance with Section 3.1 shall continue through the end of the fiscal year in which the contribution was allocated.

Article 7: Miscellaneous Provisions

7.1 Amendment

This Agreement may be amended only by a written agreement executed by all parties hereto.

7.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Venue for any dispute hereunder shall be exclusively in the state and federal courts located in Clark County, Nevada. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 7.6 hereof. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

7.3 Dispute Resolution.

To the extent permitted under applicable law, any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the parties hereto, their officers, agents or employees, shall be submitted to neutral non-binding mediation prior to the commencement of litigation or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. The parties agree to share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by the parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to as provided below.

All disputes arising in connection herewith will be subject to the sole and exclusive jurisdiction and venue of the state or federal courts located in Clark County, Nevada (and the parties each hereby consent and submit to such jurisdiction and venue), subject to the waiver below.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (iii) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.3.

7.4 Third-Party Beneficiary.

The parties hereto do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law, nor does this Agreement create any general right of the public.

7.5 Further Assurances.

Each of the parties to this Agreement shall execute and deliver such additional agreements, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the intent and purposes contemplated by this Agreement.

7.6 Notices.

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To CITY OF LAS VEGAS: City of Las Vegas City Manager's Office
495 S. Main Street
Las Vegas, NV 89101
(702) 229-1020 phone

To CITY OF NORTH LAS VEGAS: City of North Las Vegas Manager's Office
2250 Las Vegas Blvd. North
North Las Vegas, NV 89030
702-633-1000

To CLARK COUNTY Clark County

500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155
(702) 455-3530 phone

To FOUNDATION:

Campus for Hope Foundation
701 S. Carson Street, Suite 200
Carson City, NV, 89701, USA

Any party hereto may change its address by giving ten (10) days' advance notice to the other parties hereto as provided herein. Notices delivered in person shall be deemed delivered upon receipt or refusal; notices sent by mail shall be deemed delivered three days following postage with the carrier

7.7 Limitation of Funding/Non-Appropriation

The Foundation acknowledges that Participating Municipalities are governmental entities and the Agreement's validity is based upon the availability of public funding under their respective authority.

The Participating Municipalities reserve the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the Participating Municipalities, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the Services required under this Agreement. In addition, and without prejudice or liability to the Participating Municipalities, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Agreement will be deemed to have been terminated automatically when appropriated funds expire and are not available. The Participating Municipalities shall notify Foundation in writing of any such non-allocation of funds at the earliest possible date and shall pay Foundation any reasonable fees earned and costs incurred in performing this Agreement for any period prior to such notice.

7.8 Public Records.

The Foundation acknowledges that the Participating Municipalities are public agencies as defined by state law. As such, each is subject to the Nevada Public Records Act (Chapter 239 of the Nevada Revised Statutes). The Participating Municipalities' 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 except as otherwise provided in such law.

7.9 Interpretation.

The parties to this Agreement, and each of them, acknowledge that: (1) this Agreement and its reduction in final written form are a result of good faith negotiations between the parties to this Agreement through their respective attorneys; (2) the parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said parties or any of them; and (3) the rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.

7.10 Entire Agreement.

This Agreement, the agreements referenced herein, and the Exhibits, if any, attached hereto, set forth the entire agreement between the parties hereto. All Exhibits mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. The captions and article numbers appearing herein are

inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any paragraph or subparagraph.

7.11 Non-Discrimination/Public Funds.

The Foundation acknowledges that the Participating Municipalities have an obligation to ensure that public funds are not used to subsidize private discrimination. The Foundation recognizes that if the Foundation and its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the Participating Municipalities may declare the Foundation in breach of the Agreement, terminate the Agreement pursuant to Section 6.2 hereof.

7.12 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 Contract 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.

7.13 Waiver.

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of any party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

7.14 Assignment.

No party to this Agreement may assign their rights nor delegate their duties under this Agreement without the written consent of all of the parties. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

7.15 Counterpart Signatures.

This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. 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.

[Signatures appear on the following pages]

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

ATTEST:

CITY OF LAS VEGAS:

LuAnn D. Holmes, MMC, City Clerk Date:

Shelley Berkley, Mayor Date:

APPROVED AS TO FORM:

Council Action: _____,
____ 20____; Item # _____

Deputy City Attorney Date:

ATTEST:

CLARK COUNTY:

Lynn Marie Goya, County Clerk

Tick Segerblom, Chair
Board of County Commissioners

APPROVED AS TO FORM:

Board Action: _____, 20____;
Item # _____

Deputy District Attorney Date:

ATTEST:

CITY OF NORTH LAS VEGAS:

Jackie Rodgers, City Clerk

Pamela Goynes-Brown, Mayor

APPROVED AS TO FORM:

Council Action: _____,
20____; Item # _____

Andy Moore, City Attorney Date:

CAMPUS FOR HOPE FOUNDATION:

Date: _____

Ellen Whittemore, Asst Secretary