COOPERATIVE AGREEMENT ESTABLISHING THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

This Cooperative Agreement Establishing the Southern Nevada Council of Governments (the "Agreement") is made and entered into on this _____, by and between the public agencies (individually, "Member" and collectively, "Members") who have approved this Agreement by appropriate ordinance, resolution or otherwise pursuant to law.

RECITALS

WHEREAS, NRS 277.110 provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action, and any power, privilege, or authority exercised or capable of being exercised by a public agency in Nevada may be exercised by two or more public agencies;

WHEREAS, pursuant to NRS 277.105 and NRS 277.120, a separate legal or administrative entity may be established to conduct the joint or cooperative undertaking;

WHEREAS, each signatory to this Agreement is a public agency as defined in NRS 277.100;

WHEREAS, many of the needs confronting Southern Nevada are independent of political boundaries; that solutions to our problems and the programs that we formulate to meet our common needs will have a greater chance of success if they are undertaken jointly and in a cooperative manner;

WHEREAS, the public agencies involved in the Southern Nevada Regional Planning Coalition took part in a strategic planning process to reevaluate the organization and structure for regional collaboration and planning in Southern Nevada;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein set forth, the public agencies agree as follows:

I. ESTABLISHMENT OF THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

In accordance with NRS 277.110 and NRS 277.120, there is hereby created a separate legal and administrative entity to be known as the "Southern Nevada Council of Governments" (the "Council"). The Council shall be governed by the terms of this Agreement and any rules adopted pursuant to this Agreement.

II. PURPOSE

A. The purpose of the Southern Nevada Council of Governments is to cooperatively address regional issues, identify common needs, coordinate government services and responsibilities, engage in comprehensive regional policy planning, and to assist the Members in the conduct of their affairs. The activities performed by the Council are intended to complement, and not to duplicate or supersede, the functions of the Members and their governing bodies, agencies, boards, and other bodies.

B. It is intended that the Council:

1. Provide a formal organization for Members to effectively communicate and cooperate with one another;
2. Serve as a forum to identify, discuss, and study matters of regional significance;
3. Recommend the adoption of public policies to address matters of regional significance;
4. Engage in regional land use planning and development, including but not limited to the exercise of any power granted to a regional planning coalition in a county whose population is 700,000 or more pursuant to Nevada Revised Statutes §§ 278.02507 et seq.;
5. Promote the economic development of the Southern Nevada region; and,
6. Advocate for the mutual interests of the Members at the regional, state, and federal level.

III. POWERS

A. To achieve the purposes of this Agreement, the Southern Nevada Council of Governments may exercise in its own name any of the following powers:

1. To adopt such rules necessary for the Council to conduct its affairs.
2. To make and enter into contracts and agreements as necessary to the performance of the duties and the execution of the powers provided by this Agreement, including contracts for the services of engineers, consultants, planners, attorneys, financial consultants, and any other persons.
3. To employ agents, officers, and employees.

4. To sue or be sued in its own name.
5. To receive gifts, contributions, and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations, and governmental entities.
6. To receive and expend public funds appropriated to the Council by Members.
7. To apply for, receive, and administer any federal, state or regional grant.
8. To incur debts, liabilities, obligations in the name of the Council.
9. To lease, acquire, construct, manage, maintain, operate and dispose of any real property, buildings, works, or improvements.
10. To perform any function which may be executed by a regional planning coalition created pursuant to NRS 278.02514, as such statutes may be amended from time to time.
11. To hold public hearings and sponsor public forums whenever necessary or useful.
12. To identify, discuss, and study matters of regional significance;
13. To explore practical avenues of voluntary intergovernmental cooperation, coordination, and action.
14. To implement, manage and administer regional programs in the interest of the regional public welfare.
15. To examine issues and problems with respect to federal land disposal, and to coordinate with Members and the representatives of the Federal Government regarding the disposal of federal land.
16. To serve as an advocate for the mutual interests of all Members at the regional, state and federal level.

B. The Council shall, in addition, have all implied powers necessary to perform its functions and effectuate the purposes of this Agreement. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement, and any rules adopted by the Council. Nothing in this Agreement shall prohibit the Council of Government from jointly exercising any other express or implied power, privilege, or authority capable of being

exercised by any Member to this Agreement, to the extent the laws of the State of Nevada or of the United States permit such joint exercise.

IV. MEMBERSHIP

The public agencies eligible for membership in the Southern Nevada Council of Governments shall consist of Clark County and any incorporated city located within Clark County.

V. GOVERNING BOARD

A. The powers and duties of the Southern Nevada Council of Governments shall be exercised by and through an Executive Board, which shall be deemed to be the policy-making body of the Council. Any power or duty of the Council may be delegated by the Executive Board as provided by applicable law, this Agreement, or in the manner provided in rules adopted by the Executive Board.

B. The Executive Board shall be composed of representatives appointed by a vote of the governing body of each Member as follows:

   1. Two representatives of each Member whose population is 200,000 or more; and,

   2. One representative of each Member whose population is less than 200,000.

   For purposes of this Section, the population of the Member's jurisdiction shall be determined from the most recent Clark County Consensus Population Estimate or an alternative population estimate selected by the Executive Board.

C. The term of each representative shall be coterminous with the representative's term of elected office.

D. A representative's seat on the Executive Board shall become vacant without any further action by the Executive Board if a representative:

   1. Fails to attend three consecutive meetings of the Executive Board;

   2. Fails to attend more than 50 percent (50%) of the meetings of the Executive Board within a calendar year;

   3. Resigns, dies, is incapacitated, or is unable to serve for the remaining duration of the term for any reason; or,

4. Is removed as the representative of the Member by action of the governing body which appointed the representative.

A vacancy on the Executive Board must be filled for the remainder of the unexpired term of the representative in the same manner in which representatives are appointed and in accordance with the rules adopted by the Executive Board.

VI. OFFICERS

A. The Executive Board shall annually, at their first meeting in a calendar year, elect one of their number as Chair of the Executive Board, who shall act as presiding officer at meetings of the Executive Board, and one of their number as Vice-Chair of the Executive Board, who shall act during the absence or disability of the Chair.

B. The Chair and Vice Chair will serve for a term of one year and may serve consecutive terms.

C. If a vacancy occurs in the position of Chair or Vice-Chair of the Executive Board, the Executive Board shall forthwith elect one of their number to fill the vacancy for the duration of the unexpired term.

D. The Executive Board may appoint or employ any other officers as it deems appropriate and necessary to conduct the affairs of the Council.

VII. MEETINGS

A. The Executive Board shall establish the dates, times and locations of its regular meetings. The Executive Board may modify the calendar of regular meetings in the manner provided by any rules adopted by the Executive Board.

B. Special meetings may be called by the Chair; the Vice-Chair in the absence of the Chair; by the written call of a majority of the Executive Board; or by any other rules adopted by the Executive Board.

C. All meetings of the Executive Board shall comply with Chapter 241 of Nevada Revised Statutes, as may be amended from time to time.

VIII. VOTING

A. Each representative shall have one (1) vote. No absentee ballot or proxy shall be permitted.

B. A majority of the Executive Board shall form a quorum for the transaction of all Council business.

C. The affirmative vote of a majority of the representatives present at a meeting is necessary to pass any action unless a provision of applicable law, this Agreement, or the rules adopted by the Executive Board require a higher number of votes to carry a particular motion.

IX. COMMITTEES

A. As needed, the Executive Board may create standing or ad hoc committees to advise the Executive Board on such matters as may be referred to such committees by the Executive Board. All committees shall have a stated purpose at the time of their formation.

B. Standing committees shall remain in existence until they are dissolved by the Executive Board. Ad hoc committees shall be dissolved upon completion of their designated functions.

X. EXECUTIVE DIRECTOR

A. The Executive Board may employ, appoint, or designate, by majority vote of the total voting membership of the Council, a qualified person to be Executive Director.

B. The Executive Director shall not be an elected or appointed official of any Member but may be a person employed by any Member. If an Executive Director is an employee of a Member, any action of the Executive Director taken in his or her capacity as Executive Director shall not be deemed to be the action of the employing Member and, further, shall not otherwise create nor impose any liability or obligation on the employing Member.

C. The Executive Director shall be the chief administrative officer of the Council and shall oversee the daily operations of the Council. Subject to the authority of the Executive Board, the Director shall perform such duties as may be imposed by provisions of applicable law, by this Agreement, by rules adopted by the Executive Board, or by the direction of the Executive Board, including but not limited to the following:

1. To hire, appoint, direct, discipline, remove and set the compensation and benefits of employees of the Council, and to adopt personnel policies, procedures, and salary classifications for such employees.

2. To prepare and present a proposed budget and to control the approved budgets.

3. To attend the meetings of the Executive Board.

4. To serve as the Secretary of the Executive Board or to appoint a designee to serve as Secretary of the Executive Board.

5. To perform such other duties as the Executive Board may require.

D. The Executive Director shall serve at the pleasure of the Executive Board and may be relieved from such position at any time, without cause, by a majority vote of the total voting membership of the Council taken at a regular or special meeting of the Executive Board.

XI. BUDGET AND FINANCES

A. Financing for the undertakings of the Council shall be appropriated by the Members, as detailed below, which shall be expended only in furtherance of the purposes set forth in this Agreement and in accordance with the laws of the State of Nevada.

B. The Executive Board shall designate a Member, subject to the consent of the Member, to serve as the Fiscal Agent for the Council. The Fiscal Agent shall maintain custody of the Council's funds and securities and shall keep full and accurate accounts of receipts and disbursements. The Council's books and accounts shall be maintained in accordance with standard accounting procedures. All money and other valuable effects of the Council shall be deposited by the Fiscal Agent to the credit of the Council.

C. After January 1 of each year, in conformance with rules adopted by the Executive Board, the Executive Board shall approve, by majority vote, an annual budget for the immediately succeeding fiscal year. The Executive Board may at any time amend the budget to incorporate additional income and disbursements that may become available during a fiscal year.

D. The annual budget shall apportion the amount of funds which will be required from each Member in proportion to each Member's share of the Clark County population as determined from the most recent Clark County Consensus Population Estimate or an alternative population estimate selected by the Executive Board; provided, however, that no Member's share of an annual budget shall exceed 0.15% of the Member's general fund revenues for the preceding fiscal year without the consent of the Member's governing body. The

amount of funds due and owing shall be submitted to the governing body of each Member for approval. Upon approval by each Member, the Member shall appropriate the requisite funds to the Council forthwith.

E. Each Member agrees to pay its share of the annual budget. The Executive Board shall, by rule, provide penalties for any Member which fails to pay its proportionate share toward the annual budget of the Council, which may include, without limitation, the suspension of the Member's representatives from the Executive Board.

F. In addition to its annual appropriation, each Member may additionally support the Council in any one or more of the following ways provided, however, that any additional support provided by a Member shall not obviate the Member's duty to appropriate its share of the costs to the Council as required by Section A of this Article:

   1. By selling, leasing, giving or otherwise supplying property;

   2. By providing such personnel or services, as may be within its legal power to furnish; or,

   3. By issuing its own securities as provided by law.

G. All expenditures shall be made within the line items of the approved budget and in accordance with rules adopted by the Executive Board. Any proposed expenditure in excess of the approved overall budget, or any debt service, securities, or loans, shall be submitted to the governing body of each Member for approval.

XII. WITHDRAWAL AND ADMISSION OF NEW MEMBERS

A. Any Member may withdraw from the Council upon the adoption of a resolution by the Member's governing body. The resolution authorizing the withdrawal of the Member shall be effective no earlier than ninety (90) days after the adoption of the resolution. Withdrawal shall not relieve the Member of its proportionate share of any debts or liabilities incurred by the Council prior to the effective date of the Member's withdrawal. The withdrawing Member shall be entitled to receive the benefit of any funding contributed by such Member for any Council activity that was undertaken prior to the effective date of such Member's withdrawal until any such Council activity is completed or funding for such activity is terminated. No Member withdrawing from this Agreement

shall be entitled to a return of any appropriations, grants, donations, or other contributions made by the Member to the Council.

B. Any public agency eligible for membership pursuant to Article IV may be admitted to the Council, or readmitted after withdrawal, upon majority vote of the total voting membership of the Executive Board. Admission shall be subject to the adoption of this Agreement, as may be amended, by the governing body of the public agency, and upon such terms and conditions as the Executive Board may deem appropriate.

C. Upon the admission or withdrawal of any Member in accordance with this Article, the Executive Board shall cause the name of the Member to be inscribed or stricken, as applicable, from the list of Members attached hereto as Exhibit A.

XIII. AMENDMENT

This Agreement may be amended with the approval by two-thirds of the governing bodies of the Members.

XIV. TERMINATION

A. This Agreement may be terminated by the adoption of a resolution to that effect by the governing bodies of two-thirds of the Members.

B. Upon termination of this Agreement, the Executive Board shall, at its next regularly scheduled meeting, prepare a plan for the dissolution of the Council as a joint powers authority. The dissolution plan shall consider and provide for the discharge of all costs, expenses, charges and contractual obligations validly incurred pursuant to this Agreement. The dissolution plan shall provide for the disposition of all property acquired by the Council. The dissolution plan shall also provide for the distribution of any surplus funds, if any, after all costs, liabilities, and obligations are discharged in accordance with state and federal law. Any fiscal liability of the Council not provided for in the dissolution plan but determined to be outstanding and validly incurred by the Council, shall be apportioned among the Members in proportion to each Members' share of the population of Clark County as determined from the most recent Clark County Consensus Population Estimate or an alternative population estimate selected by the Executive Board.

XV. MISCELLANEOUS PROVISIONS

A. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

B. This Agreement constitutes the entire agreement between the Members and supersedes all previous agreements and understandings relating to the subject matter thereto.

C. The debits, liabilities, and obligations of the Council shall be the debts, liabilities or obligations of the Council alone and not of the Members who are parties to this Agreement. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council whatsoever to the fullest extent allowed by law. No Member of the Council shall be responsible for the debts or liabilities of any other Member solely by reason of Membership on the Council.

D. The Members are associated with each other only for the purpose and to the extent set forth in this Agreement. Each Member is and shall be a public agency separate and distinct from the other Members and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Other than establishing the Council as a joint powers authority under NRS 277.110 and NRS 277.120, nothing in this Agreement shall be deemed or construed: (i) to create a partnership or joint venture among the Members; (ii) to create relationships of an employer-employee or principal-agent among the Members; or, (iii) to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of any other Member.

E. The Members agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with this Agreement shall be litigated only in a court of competent jurisdiction in Clark County, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court.

F. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each remaining term, provision, section, promise, covenant, and condition shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

G. No Member shall assign any rights or obligations under this Agreement without written consent of all other Members.

H. This Agreement shall be effective as of the date written above after approval by the governing bodies of each Member and shall exist for the purposes set forth herein until this Agreement is terminated as provided in Article XIV.

I. Pursuant to the terms of the Amended and Restated Interlocal Agreement for the Southern Nevada Regional Planning Coalition made and entered into on January 27, 2000 (the "Interlocal Agreement"), the governing bodies of no less than four (4) of the six (6) public entities (the "Public Entities") that are the parties to the Interlocal Agreement hereby resolve to terminate the Interlocal Agreement. The approval of this Agreement shall act to repeal and supersede the Interlocal Agreement. The Public Entities acknowledge and agree that all outstanding debts and contractional obligations of the Southern Nevada Regional Planning Coalition under the Interlocal Agreement have been fulfilled.

J. This Agreement shall be executed by the chair or mayor of each Member's governing body and may be signed in counterparts, each of which will be deemed to be an original copy of this Agreement, all of which, when taken together, will be considered to constitute one and the same Agreement. Electronic signatures to this Agreement shall be considered as valid signatures.

IN WITNESS WHEREOF, the governing bodies of each participating public agency have authorized execution of this Agreement by their respective Chair or Mayor, as applicable, whose signatures are affixed below.

[Remainder of page intentionally left blank. Signature pages follow.]

COOPERATIVE AGREEMENT ESTABLISHING THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

CITY OF BOULDER CITY, NEVADA

October 22, 2025

Date of Council Action

Joe Hardy

By: Joe Hardy
Mayor

Attest:

TMcKay

Tami McKay, MMC, CPO
City Clerk

Approved as to Form:

E-SIGNED by Brittany Walker
on 2025-10-20 15:37:20 GMT

Brittany Walker
City Attorney

COOPERATIVE AGREEMENT ESTABLISHING THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

September 2, 2025

Date of Commission Action

Tick Segerblom (Sep 4, 2025 08:00:34 PDT)

By: Tick Segerblom
Chair

Attest:

Lynn Goya
County Clerk

Approved as to Form:

Lisa Logsdon
Lisa Logsdon (Dec 9, 2025 14:06:32 PST)
County Counsel

Docusign Envelope ID: 4622ECE9-ADDB-40A9-81E3-3FD5645A1B92

COOPERATIVE AGREEMENT ESTABLISHING THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

CITY OF HENDERSON, NEVADA

October 21, 2025

Date of Council Action

DocuSigned by:
Michelle Romero
F8999D3ABE594B1...

By: Michelle Romero
Mayor

Attest:

DocuSigned by:
Jose Luis Valdez
D8024203149447F...

Jose Luis Valdez, CMC
City Clerk

Approved as to Form:

DocuSigned by:
C0274A57AA6A4AD...

DS
ABK

City Attorney

COOPERATIVE AGREEMENT ESTABLISHING THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

CITY OF LAS VEGAS, NEVADA

August 6, 2025
Date of Council Action

By: Shelley Berkley
Mayor

Attest:

Dr. Luann D. Holmes, MMC
City Clerk

Approved as to Form:

7/24/25
City Attorney
Gillian Block Segerblom
Deputy City Attorney

COOPERATIVE AGREEMENT ESTABLISHING THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

11/5/25

Date of Council Action

CITY OF NORTH LAS VEGAS, NEVADA

Pamela Goynes-Brown

By: Pamela A. Goynes-Brown
Mayor

Attest:

Jackie Rodgers

Jackie Rodgers
City Clerk

Approved as to Form:

City Attorney