

INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION
OF FUNDS FOR A PERFORMING ARTS CENTER

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this 15TH day of July, 2009, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada (the "State") and Clark County School District, a political subdivision of the State of Nevada (the "District"),:

RECITALS

WHEREAS, the City is building and will then lease to the Las Vegas Performing Arts Center Foundation a major performing arts center made up of several complimentary facilities which will be located in central Las Vegas and will be known as "The Smith Center for the Performing Arts" (referred to as the "PAC" or "The Smith Center"); and

WHEREAS, The Smith Center will sponsor and host a broad variety of educational programs in partnership with the District; and

WHEREAS, many of these programs will be specifically designed to educate the students in the District about the performing arts; and

WHEREAS, other programs sponsored by The Smith Center will provide professional development for teachers in the District about ways to utilize performing arts strategies to enhance student learning in all disciplines; and

WHEREAS, the facilities at The Smith Center are appropriate for the use by the District in its own activities and operations; and

WHEREAS, the District desires to obtain preferential use of the facilities at The Smith Center for its students which is consistent with the goals and objectives of the District, in exchange for its contribution to the City towards the costs of constructing these facilities at The Smith Center.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. **Purpose.** This Agreement is made for the purpose of setting forth the respective obligations of the parties hereto in connection with the construction and use of the facilities at The Smith Center.
2. **Contribution.** In consideration for the construction and for the priority access to the facilities and the programs of The Smith Center, the District agrees to pay to the City the sum of Five Million Dollars (\$5,000,000) (the "Contribution") within thirty (30) calendar days of the effective date of this Agreement. The City will use the Contribution solely for the purpose of constructing The Smith Center's education building. The Contribution will be placed in an interest bearing account until such time as distribution is needed to

offset the cost of construction, and any interest accruing thereon will become a part of the Contribution.

3. **Construction and Maintenance of The Smith Center.** In consideration of the Contribution as set forth above, the City agrees to use the Contribution of the District for construction of The Smith Center's education building (the "Education Center"), and subsequent to its completion the City will be responsible for its operation and maintenance (collectively, sometimes referred to as the "Project"). If, for whatever reason, the City elects not to proceed with the Project, and the Contribution has been made by the District as provided above, the City agrees to return the Contribution, including any interest which may have accrued thereon, to the District within thirty (30) calendar days after the decision has been made not to proceed with the Project.

4. **Benefits to the District.** In consideration of the Contribution by the District, the District will receive the following benefits:
 - A. The District will be named as a Resident Company of The Smith Center. This is the highest possible recognition of the unique partnership between the District, The Smith Center and the City. As a Resident Company, the District will have priority to reserve dates for facilities at The Smith Center and with the lowest rates available.
 - B. The District will have first priority access to the classroom and meeting room facilities within the Education Center. The City anticipates that the District will be the primary user of these spaces, either for programs offered by The Smith Center or for its own arts education programs.
 - C. The District will have priority access to the performance spaces at The Smith Center along with The Smith Center and all other Resident Companies.
 - D. While it is customary to begin to reserve dates as much as twenty-four (24) months in advance, The Smith Center will make every effort to accommodate the District's facility requests based on availability. At least six (6) months notice is suggested. Dates will be approved on a confirmed or a tentative basis as early as possible.
 - E. The District will be recognized as a "Founder" of The Smith Center in all locations, publications and materials where donor recognition levels are included.
 - F. The District will have first priority access to all education programs operated by The Smith Center for K-12 students; participation by District students and teachers and at District locations will be the highest priority. Current programs are listed in Appendix 1. The Smith Center reserves the right to modify, delete or add education and outreach programs over time.
 - G. The Smith Center will commit to hosting the District's annual teacher and administrator school year kick-off event at no charge for at least the first five (5) years of operations, provided the schedule is able to accommodate those meetings in an appropriate time period.
 - H. The Smith Center will provide performing-arts based professional development workshops to District teachers and/or administrators at no charge for at least the first five (5) years of operations.
 - I. The District will have access to a shared-use office in the Education Building that is reserved for the use of companies presenting on-site education programs.

J. The District will have the good faith efforts of The Smith Center to explore and develop further ways to add value to this unique and important partnership.

5. **Term.** This Agreement shall commence as of the date set forth in the first paragraph (which shall be the date of approval by the Las Vegas City Council) and continue in force and effect for twenty (20) years (the "Term") unless terminated by either party pursuant to the right of termination granted under Sections 6 or 7 below. The Term of this Agreement may be extended for one (1) additional twenty (20) year period if mutually agreed to in writing by the Parties at least sixty (60) days prior to the expiration of the Term.
6. **Termination for Breach.** In the event that the District fails to provide the Contribution set forth in Section 2, the City may, in addition to any other remedies that may be available in law or equity, including, but not limited, bringing a suit for breach of contract and specific performance, terminate this Agreement, if such failure has not been remedied after thirty (30) days written notice by the City to the District.
7. **Termination for Convenience.** Twenty (20) years after the effective date of this Agreement, and not prior thereto, either party may terminate this Agreement for any reason whatsoever (including no reason) and such termination shall become effective 60 calendar days after written notice is served by the terminating party on the other party pursuant to Section 8.
8. **Notices.** All legal notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Office of Business Development
 400 Stewart, 2nd Floor
 Las Vegas, Nevada 89101

COPY TO: City of Las Vegas
 City Attorney's Office
 400 Stewart Avenue, 9th Floor
 Las Vegas, Nevada 89101

FOR THE DISTRICT: Clark County School District
 Real Property Management
 4212 Eucalyptus Annex
 Las Vegas, Nevada 89121

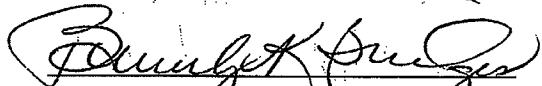
The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9. **Insurance.** The parties hereto are self-insured entities. Each party will carry usual and customary property and casualty insurance and name the other party as additional insured on its insurance policies for activities held at each other's facilities. Additionally, pursuant to Section 13.1, Insurance, of the Lease and Operating Agreement that is an exhibit to the Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center, dated May 6th, 2009, the PAC shall maintain commercial general liability insurance against claims for personal injury, bodily injury, death and Premises (defined as The Smith Center) damage occurring on, in or about the Premises in amounts not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than \$2,000,000.00.
10. **Indemnification.** None of the provisions of this Agreement shall be construed as contractually requiring either party to defend, indemnify or otherwise hold the other party harmless from the negligent acts or omissions of the other party. The parties agree to rely on their common law rights of indemnification.

IN WITNESS WHEREOF the parties have entered into this Agreement the date and year set forth in the first paragraph above.


ATTEST:

CITY OF LAS VEGAS

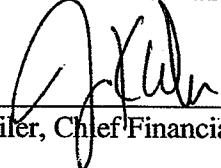

 Beverly K. Bridges, City Clerk, CMC

By 
 OSCAR B. GOODMAN, MAYOR

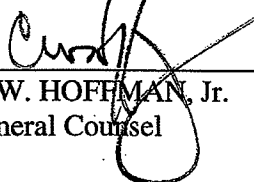
APPROVED AS TO FORM:

 6/24/09
 Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT
 BOARD OF SCHOOL TRUSTEES' DESIGNEE


 Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM:

 7/29/09
 C. W. HOFFMAN, Jr. Date
 General Counsel

Fred W. and Mary B. Smith
THE SMITH CENTER
FOR THE PERFORMING ARTS

Appendix 1

**K-12 Education and Outreach Programs
of
The Smith Center for the Performing Arts**

Presented to
Clark County School District

May 19, 2009

Las Vegas Performing Arts Center Foundation

Introduction

Arts education is a primary focus of The Smith Center. Key staff members have been hired and programs are underway, even though facilities will not open until 2012. A network of local and national partnerships is growing quickly. The Smith Center will spend the next three years not only building facilities, but also developing and refining a wide range of educational programs.

Educational Opportunities: Harnessing the power of the arts to educate people of all ages is at the center of this project. The Smith Center is already offering and developing a wide range of educational programs that will prepare preschoolers for lifelong learning, inspire K-12 students, and provide advanced career-related training and internship opportunities for high school and post-secondary students. The Smith Center will also train teachers to work effectively with students by integrating the performing arts into their classroom activities. Additional creative and innovative programming will appeal to the interests of working adults and seniors.

Built on Strong Partnerships: Through the efforts of Candy Schneider, Director of Education and Outreach, The Smith Center has already built strong partnerships with national and local organizations including the John F. Kennedy Center for the Performing Arts in Washington, D.C., the National Young Audiences Program, the national Wolf Trap Institute for Early Learning Through the Arts, the Nevada Arts Council, the Nevada Alliance for Arts Education, the Nevada System of Higher Education, the Clark County School District, the Clark County Cultural Division, the Clark County Library District, the Las Vegas Arts Commission, the Metropolitan Arts Council of Southern Nevada, the Nevada School of the Arts, and many local arts organizations. The number and strength of education partnerships will continue to grow as The Smith Center prepares to open.

Focused on Students and Teachers: The Smith Center is concentrating its current efforts on developing educational opportunities for preschool and K-12 students and teachers. A significant part of the educational work of The Smith Center is focused on better preparing teachers to work more effectively with their students by helping them to integrate elements of the performing arts as strategies to address classroom learning in all disciplines. This work is proceeding in partnership with the Clark County School District and a number of other educational partners because it has been shown in other cities to be very effective at improving both teacher and student performance.

Broad-Based and Far-Reaching: On a typical education program day, the streets and parking lots around The Smith Center will be crowded with school buses dropping off and picking up school children who are attending performances tailored specifically for young audiences. The Smith Center and its partners will present these programs, and will also offer professional development opportunities for teachers; performances designed for families; artist residencies in the school district, local colleges, and the university; master classes for talented high school and college students; clinics and summer workshops for students and teachers; and internships for local high school and college students.

Education Programs:

- **Between the Lions:** The Smith Center is the primary partner—along with local schools, Las Vegas PBS, and the Greater Las Vegas After-School All-Stars Program—in a national pilot

of a children's literacy project. This program is based on the award winning PBS children's literacy series "Between the Lions," and uses the performing arts to teach children reading fundamentals and a love of reading. Local teaching artists work with classroom teachers in five-week residencies to engage children in activities that strengthen literacy skills. During the 2007-08 school year, Las Vegas was one of three national sites chosen to pilot this program in 11 classrooms.

- **Touring Performances:** The Smith Center is presenting a series of touring theater performances based on award-winning children's literature. The performances are presented during the school day, and are directly correlated to the curriculum areas of language arts, social studies and the performing arts. Literacy development is central to the educational success of children, and the opportunity to experience a piece of literature coming to life on stage helps to develop and reinforce the joy of reading. The Smith Center negotiated an agreement with the Kennedy Center in Washington, DC to present "The Brand New Kid" in 2007 and secured local sponsorship and in-kind services to fund the performances. Working with the District's School-Community Partnership Office to schedule school groups, more than 10,500 children in the District attended the performances. The only cost to the School District was reflected in busing the students to the performances.
- **Curriculum Connections: Supporting the K-12 Experience:** The Smith Center is leading a local partnership with schools as part of the Partners in Education program of the Kennedy Center to present professional development opportunities for K-12 teachers. The program trains teachers in using the arts to engage students in a variety of subjects. Artists present workshops for teachers, connecting specific art forms to core curriculum areas such as reading comprehension, language skills, science and mathematics. Following these workshops, artists go into the classrooms to do demonstration teaching and coaching of classroom teachers. Through this program, The Smith Center coordinated seven professional development workshops in 2007-2008 attended by 207 teachers in the Clark County School District. Nationally recognized master artists led the workshops, sharing with teachers strategies to use the performing arts to enhance learning in all disciplines. The program was provided free of cost to the School District.
- **World-class Presentations for Special School Communities:** The Smith Center brings some of the best performing arts groups in the world to Las Vegas to perform for—and then to work directly with—children and teachers in Title I schools. For example, New York's Alvin Ailey II dance company recently performed for 1,580 invited children and their parents in a local community center, and then visited schools to work directly with students. Similarly, The Smith Center brought the Soweto Gospel Choir to Las Vegas during its inaugural U.S. tour for a concert attended by students.

The following programming goals will give the School District an idea of what The Smith Center plans to do on an annual basis:

- Over 60 performances will impact as many as 108,000 students per year. These performances will be specifically tailored for school audiences and will be directly correlated to national, state, and local educational standards and learning objectives.
- In the area of professional development opportunities for teachers, The Smith Center will offer a minimum of 10 workshops (for a total of 350 teachers), 10 demonstration teaching

experiences (also enrolling 350 teachers), a staff development day for specialists (400 teachers), and a summer arts integration conference for 500 educators, parents and artists.

- At least 12 high-quality performances specifically designed for families will draw 12,800 people over the course of the year.
- At least five artist residencies sponsored annually by The Smith Center will enrich the lives of 5,000 students and 150 teachers.
- Through a partnership with VSA arts Nevada (Very Special Arts Nevada), The Smith Center will design arts education programming specifically for students with disabilities. This program will feature weekly classes for approximately 25 students, whose experience will culminate in a performance.
- Performing artists from around the world will offer at least 10 master classes—for a total of over 400 students and teachers—in the disciplines of dance, theater and music.
- Each year, The Smith Center will arrange at least ten “conversations” with some of the featured performing artists who bring their craft to its venues. These will provide intimate and focused opportunities for approximately 250 students and teachers to talk in-depth with some of the most accomplished artists of this generation.
- Each summer, approximately 500 students and teachers will participate in a series of workshops and clinics focused on a variety of teaching and performance topics.
- 25 internships will be offered each year for high school and college students in all areas related to the production and business of the performing arts. This will give students the opportunity to work directly with the people who produce and stage performances of the highest level.
- Each year, The Smith Center will partner closely with two CCSD schools, working directly with the staff and teachers of each school. The particular content of this interaction will be developed by the School District, the schools, and The Smith Center in a fashion that reflects the needs of the schools.

Opportunities for Joint Partnership with School District and Vegas PBS: The Smith Center would be an ideal new member of the partnership between the School District and Vegas PBS. Educational programming at The Smith Center may be filmed by Vegas PBS (provided artist contracts allow for filming and distribution) for use in rural areas via distance learning technology. The number of students and teachers reached by The Smith Center’s programming could be vastly increased, to the mutual benefit of all three parties.