

**INTERLOCAL AGREEMENT
FOR CONDUCTING THE
COMMUNITY FACILITIES ENERGY EDUCATION PROGRAM**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into this 21st day of April, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the Board of Regents Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas ("UNLV"). City and UNLV are individually referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, UNLV is undertaking certain activities necessary for the execution of a Community Facilities Energy Education Program; and

WHEREAS, on June 24, 2009, the Parties applied for grant of funds from the Energy Efficiency Conservation Block Grant (the "Grant Program" or "EECBG") in the amount of \$75,000 to fund the Community Facilities Energy Education Program by terms of the grant program; and

WHEREAS, the City will serve as the Fiscal Agent of any Grant Funds allocated to the Parties by the Energy Efficiency and Conservation Block Grant; and

WHEREAS, the Parties have met to discuss and determine how the Grant Funds will be administered by the City and the Parties have determined how the funds will be disseminated among the Parties over the three year term of the Grant Program; and

NOW, THEREFORE, in consideration of the conditions, contracts, and mutual covenants herein contained, it is mutually agreed by and between each of the Parties as follows:

1. **Scope of Services**. This project will establish a community facilities education and outreach component for the EECBG program. The School of Environmental and Public Affairs at the University of Nevada, Las Vegas has agreed to partner with the City to develop an education and outreach component that highlights the importance of renewable energy, energy efficiency, and conservation. UNLV will develop an Internet-based Sustainable Energy Portal that will provide data and information on current energy retrofit projects, in addition to energy efficient retrofit projects and solar installations performed at city facilities using ARRA funds. A website will be included that displays all EECBG funded projects and detail conservation measures taken, real time performance (as permissible by the technology used), energy produced or saved, and greenhouse gas emission saved.

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2. **Period of Performance.** This project shall be effective for the period through 10/25/2012.

3. **Key Personnel.**

City of Las Vegas: Technical Point of Contact:
Tom Perrigo, Deputy Director
Office of Sustainability
400 E. Stewart Ave.
Las Vegas, NV 89101
Phone: (702) 229-2127
Fax: (702) 474-7463

UNLV: Technical Points of Contact:
Haroon Stephen, William J. Smith Jr. and Thomas C. Piechota
University of Nevada, Las Vegas
Greenspun College of Urban Affairs
School and Environmental and Public Affairs
4505 Maryland Parkway, PO Box 454030
Las Vegas, NV 89154-4030
Phone: (702) 774-1463
Fax: (702) 895-4436

4. **Allowable Cost and Payment.** The City agrees to provide funding for the Community Facilities Energy Education Program costs through grant funding provided by the Energy Efficiency Conservation Block Grant.

In consideration for the work to be performed under this agreement, City agrees to reimburse UNLV for costs incurred in an amount not to exceed Seventy Five Thousand Dollars and No Cents (\$75,000.00). UNLV may submit invoices no more frequently than once each month to:

Marco Velotta
Office of Sustainability
City of Las Vegas
400 E. Stewart Ave.
Las Vegas, NV 89101
Phone: (702) 229-4173

UNLV shall certify the invoices as being correct and proper.

5. **General Terms and Conditions.**

A. **Termination of Agreement:** The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to UNLV of such termination and specifying the effective date thereof, which notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by UNLV pursuant to this Agreement shall become the property of the City. UNLV shall be entitled to receive compensation in accordance with the Agreement for any satisfactory

work completed pursuant to the terms of this Agreement prior to the date of termination. Either party may, by providing written notice to the other party 30 days in advance, terminate this Contract in whole or in part at any time. Upon such notice, UNLV shall (1) immediately discontinue all service affected (unless the notice directs otherwise), and (2) deliver to City all reports for and/or accumulated by UNLV in performing this Agreement, whether completed or in process.

B. Modification. The City may, from time to time, request changes in the scope of services of UNLV to be performed hereunder. Such changes, including the increase or decrease in the amount of UNLV's compensation, which are mutually agreed upon between the Parties, shall be in writing and upon execution shall become part of the Agreement.

C. Assignability. Any assignment or attempted assignment of this Agreement by UNLV without the prior written consent of the City shall be void; provided, however, that claims for money due or to become due UNLV from the City under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the City.

D. Audit. The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of UNLV which are pertinent to UNLV's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. UNLV shall maintain and dispose of records in accordance with Nevada Administrative Code Chapter 239.

E. Governing Law. This Agreement has been executed by the Parties hereto on the day and year first above written and shall be governed by the laws of the State of Nevada. UNLV shall also comply with all applicable state and federal laws and regulations and resolutions of the City, and shall commit no trespass on any public or private property in the performance of any of the work contemplated by this Agreement.

F. Copyrights. UNLV agrees to transfer ownership of the copyrighted deliverables specified in ATTACHMENT A: STATEMENT OF WORK to the City as Works Made for Hire. UNLV, however, retains the right to copy and use these deliverables for research and educational purposes. Ownership of data and all other intellectual property compiled, conceived, or developed under this agreement shall remain with UNLV.

G. Notices. Any notice concerning the terms and conditions of this Agreement from UNLV to the City shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

City of Las Vegas:
Tom Perrigo, Deputy Director
Office of Sustainability
400 E. Stewart Ave.
Las Vegas, NV 89101

Notices to UNLV from the City shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed to:

R. David Paul, Executive Director
UNLV Office of Sponsored Programs
4505 Maryland Parkway
Mailstop 1055
Las Vegas, NV 89154-1055
Phone: (702) 895-1357; Fax: (702) 895-4379

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

6. Independent Contractor. UNLV is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by UNLV to perform work under the terms of the Agreement shall be and remain at all times, employees of UNLV for all purposes. UNLV, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the City. It is acknowledged by UNLV that the City shall not:

- A. Withhold income taxes, social security, or any other amount of any nature whatsoever.
- B. Provide Industrial Insurance Coverage;
- C. Provide sick or vacation leave, holiday pay, retirement benefits, or health, life, dental, long-term disability or workers compensation insurance benefits, to UNLV, its agents or employees; or
- D. Provide unemployment Compensation Coverage, if the requirements of NRS 612.085 for Independent Contractors are met.

7. Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and UNLV and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the City and UNLV.

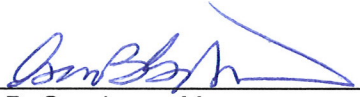
8. Dispute Resolution. Any disputes arising out of this Agreement shall be resolved through good faith negotiation of the Parties. In the event that a dispute cannot be resolved through good faith negotiation, the dispute shall be considered by the Key Representatives listed in Section 3 of this Agreement.

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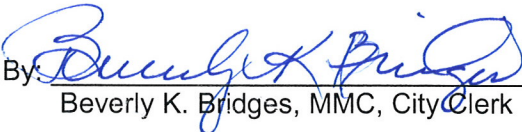
9. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the Parties hereto.

IN WITNESS WHEREOF, this Interlocal Agreement is effective as of the date first set forth above.

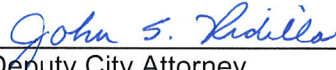
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST

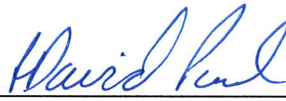
By:  4/23/10
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

By:  4/2/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

**BOARD OF REGENTS
NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

By:  4/28/10
R. David Paul
Executive Director
Office of Sponsored Programs

APPROVED AS TO LEGALITY AND FORM

By: N/A
Date

ATTACHMENT A

STATEMENT OF WORK FOR CONDUCTING THE COMMUNITY FACILITIES ENERGY EDUCATION PROGRAM

University of Nevada Las Vegas (UNLV), through an interlocal agreement with City of Las Vegas (CITY), will be undertaking certain activities necessary for the execution of a Community Facilities Energy Education Program under Energy Efficiency Conservation Block Grant (EECBG). This project will establish a community facility education and outreach component for the EECBG program that would highlight the importance of renewable energy, energy efficiency, and conservation. This would be done by developing an Internet-based Sustainable Energy Portal that will provide data and information on current energy retrofit projects and solar installations performed at city facilities. A website will be included that displays all EECBG funded projects and detail conservation measures taken, real time performance (as permissible by the technology used), energy produced or saved, and greenhouse gas emission saved. This supplemental sheet describes the statement of work in the form of a list of tasks.

Task 1: The conceptual framework of the portal will be created. This would include design of the databases as required by the form/type/structure of the data hosted by the portal; routing concept of the data from the automated field data loggers to the end users of the portal; design of the frontend (web-interface) of the portal; and identification of educational information that would be available through the portal. A kick-off meeting among PIs and CITY will be conducted to present and finalize the conceptual framework.

Task 2: The data and data traffic from the CITY servers (collected from the automated data loggers to display real time performance, i.e., energy produced or saved) will be analyzed to determine the portal's technical specifications such as network speed, memory, speed, and storage capacity. The portal's capacity to serve a large number of users will also be considered in determining the technical specs.

Task 3: Based on the outcomes of the Tasks 1 and 2, hardware (e.g., network cards, harddrives, RAM, etc.) and software (e.g., ArcGIS server, Database management system) will be purchased/acquired and assembled to create a working server and environment for the design of portal. Framework GIS layers of the Las Vegas city (political boundaries, transportation maps, transmission lines, key landmarks, etc.) will be collected from the Las Vegas city and other online resources (e.g. GISMO) and archived on the server for use in the portal. The educational information to be hosted on the portal (e.g., all EECBG funded projects, detail conservation measures taken, etc.) will also be collected and organized.

Task 4: Models and algorithms for the computation of greenhouse gas emission savings, through the observed and archived data, will be collected and organized.

These will be incorporated in the portal design to provide performance of the energy conservation measures. The temporal nature of this information (real time, near real time, retrospective, etc.) will depend upon the data (real time availability, overheads of quality control/pre-processing) and models/algorithms (complexity, data demand, spin-up demand etc.).

Task 5: The concepts developed in Task 1 will be used in the design of the beta version of portal. The beta version will be a working portal that would be presented to the CITY for feedback about changes or possible improvements within the bounds of previously accepted conceptual framework. These suggested changes and improvements will be incorporated in the final version of the portal. The final version of the portal will be published on the web.

The timeline of the project is presented in Table 1 below.

Table 1. Time line of the project

2010									2011							
Jul	Jun	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	Apr	Jul		
Web publication of the portal			Final Portal design			Design of the Portal beta version			Hardware and Software Acquisition			Analysis of Data and Data flow			Kickoff Meeting	Conceptual Framework Design
									Collection of Educational Information for Portal			Collection of geospatial data from CITY, GISMO etc.				