

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE
UNIVERSITY OF NEVADA LAS VEGAS, SCHOOL OF ARCHITECTURE, DOWNTOWN DESIGN CENTER AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TO PROVIDE RESEARCH AND DESIGN SERVICES**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this 7TH day of OCTOBER, 2009, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas, School of Architecture, Downtown Design Center, hereinafter referred to as "UNLV," and the City of Las Vegas Redevelopment Agency, hereinafter referred to as the "RDA." Each of the above is a "Party" and collectively they are "Parties."

The initial addresses of each Party, which one Party may change by giving notice to the other Party, are as follows:

RDA

City of Las Vegas Redevelopment Agency
Attn: Steve Van Gorp, Deputy Director
City Hall, Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Telephone: 702 229-6861
Fax: 702 385-3128

UNLV

Attn: Robert Dorgan
School of Architecture
4505 Maryland Pkwy
Box 454018
Las Vegas NV 89154-4018
Telephone: 702-895-1958
Fax: 702-895-1119

WITNESSETH

WHEREAS, UNLV has specialized knowledge of and experience in the emerging intellectual principles and professional practice areas of sustainability, sustainable development, sustainable urbanism, sustainable urban design, "green" design, and the application of the most recently adopted Leadership in Energy and Environmental Design – Neighborhood Development (LEED-ND) standards; and

WHEREAS, the RDA desires to begin to apply the above-named sustainability principles and practices, and LEED-ND design standards to the urban core of the City of Las Vegas Redevelopment Area, to the extent economically feasible and practical to the urban development community, and;

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

Section 1 - UNLV AGREES

UNLV shall provide research and design services to the RDA. UNLV's final deliverable under this Agreement shall be a final set of plans, policies and documents for the consideration of the RDA. This deliverable shall be referred to as the "Final Report."

UNLV shall accomplish the following (collectively the "Project"):

- 1) Define a specific area within the City of Las Vegas Redevelopment Area to be studied.
- 2) Participate in a design charrette to be held on Friday, September 18, 2009, to be sponsored by the American Institute of Architects Las Vegas Chapter, the RDA, and UNLV.
- 3) Throughout the 2009-2010 academic year, advance the preliminary ideas from the charrette, suggest major areas of study, and initiate research and further study of key study areas.
- 4) Working with the RDA, recommend study areas within the Downtown Las Vegas Centennial Plan Area, and begin to make preliminary sustainable urban planning and urban design and policy recommendations for the consideration of the RDA and the City of Las Vegas.
- 5) Refine more sustainable downtown urban development standards for:
 - (a) Building better pedestrian and transit-oriented streetscapes that encourage walking, bike riding, and transit ridership, and that improve social interaction and human comfort;
 - (b) Developing drought tolerant native plant palettes that provide hearty year-round greenery, and human comforts like shade and natural beauty to the urban landscape;
 - (c) Arranging buildings along sidewalks to enhance the retail shopping and café environment and to create comfortable people gathering places;
 - (d) Giving thought to how buildings are massed on their blocks to provide for better light and shade where appropriate, and to create protected courtyards and pocket parks for children to play and families to gather;
 - (e) Discussion of appropriate uses of native, local and recycled building materials in structural, building systems and building finish elements to create a unique sense of quality and sense of place, and to reduce construction costs; and
 - (f) Integrating solar and wind energy, and water preservation systems to reduce reliance on manufactured and imported energy.
- 6) With the advice and consent of the RDA, continue to revise and refine those sustainable urban planning and urban design and policy recommendations, and make updated and further developed proposals to the RDA and the City of Las Vegas.
- 7) Make final revisions and refinements to those sustainable urban planning and urban design and policy recommendations pursued so far, and present to the RDA and the City of Las Vegas the Final Report.
- 8) The Final Report shall be delivered to the RDA no later than May 15, 2010.

Section 2 – THE RDA AGREES

The RDA shall accomplish the following:

- 1) Offer ongoing advice, input and recommendations to UNLV in the completion of the above-listed services.
- 2) Review preliminary recommendations throughout the term of the Agreement, and offer recommendations toward the completion of the Final Report.
- 3) Provide \$50,000 to UNLV, in 8 equal installments of \$6,250, on or about the 15th day of October, November and December of 2009, and January, February, March, April and May of 2010.

Section 3: THE PARTIES MUTUALLY AGREE

- 1) It is specifically agreed between the Parties executing this Agreement that it is not intended by the Parties that any of the provisions of any part of this Agreement create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. UNLV and RDA agree to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this

Agreement and the consulting agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

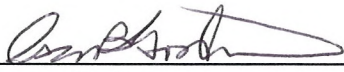
- 2) Nevada law shall govern the interpretation of this Agreement, including but not limited to any limitations on funding for this Agreement. In the event that either Party discontinues funding for this Agreement during the initial term thereof, the other Party hereto may terminate this Agreement effective upon thirty (30) days' written notice and UNLV agrees to return any unused funds to the RDA to the proportionate extent said funds were contributed by the RDA.
- 3) The terms and conditions of this Agreement may be modified or amended only by written agreement of the Parties hereto with the same formalities in execution and adoption attendant to this Agreement.
- 4) The Parties, their officers, and employees shall be immune from any breach of this Agreement caused by an incorrect data being produced, calculated or generated by a computer or other information system that is owned or operated by either Party, its officers, or employees, regardless of the cause of the error (reference NRS 41.0321).
- 5) Any notice required to be given hereunder shall be deemed to have given when received by the Party to which it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, or facsimile, at the addresses previously noted.
- 6) The RDA designates Steve Van Gorp as the Project Manager for this Agreement. The RDA will provide written notice to UNLV should there be a subsequent Project Manager change. The Project Manager will be UNLV's principal point of contact at the RDA regarding any matters relating to this Agreement, will provide all general direction to UNLV regarding Agreement performance, and will provide guidance regarding the RDA's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Agreement.
- 7) UNLV designates Professor Robert Dorgan as the UNLV Representative for this Agreement. UNLV will provide written notice to the RDA should there be a subsequent UNLV Representative change. The RDA has the right to assume that the UNLV Representative has full authority to act for UNLV on all matters arising under or relating to this Agreement.
- 8) All deliverables produced under this Agreement, as well as all data, notes, and documentation collected during this Project, are the joint property of the RDA and UNLV.
- 9) The term of this Agreement shall be from October 7, 2009 through May 15, 2010.
- 10) The RDA shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the RDA to UNLV, specifying the extent and effective date of the termination. On the effective date of the termination, UNLV shall terminate all work and take all reasonable actions to mitigate expenses. UNLV shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RDA. In the event of such termination, the RDA agrees to pay UNLV within 30 days after receipt of a correct, adequately documented written request. The RDA's sole liability under this Paragraph is for payment of costs for the services requested by the RDA and actually performed by UNLV.
- 11) This Agreement may be executed in counterparts. All such counterparts will constitute the same Agreement 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.

12) This Agreement contains all of the agreements of the parties.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed on the day and year first written above.

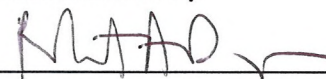
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION, ON BEHALF OF THE
UNIVERSITY OF NEVADA LAS VEGAS, School of
Architecture, Downtown Design Center



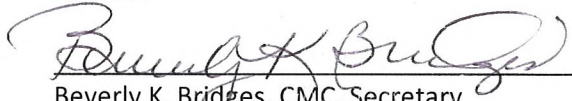
Oscar B. Goodman, Chairman

Recommended by:

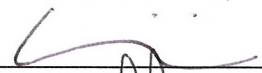


Robert Dorgan, Dir. Downtown Design Ctr.

ATTEST:



Beverly K. Bridges, CMC, Secretary

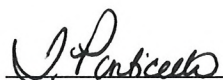


David Baird, Director, School of Architecture

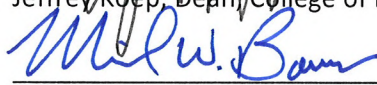


Jeffrey Koep, Dean, College of Fine Arts

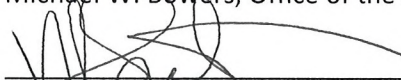
Approved as to form:



Date 9/16/09



Michael W. Bowers, Office of the Provost



Neal J. Smatresk
President

Approved by:



Daniel J. Klaich, Chancellor Date 10/14/09

Approved as to Form:



Richard C. Linstrom, VP & General Counsel 