

**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 _____ day of _____, 20__, 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

Attn: Steven R. Van Gorp, Deputy Director
Office of Business Development
City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Telephone: 702-229-6863
Fax: 702 385-3128

UNLV

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

WITNESSETH

WHEREAS, UNLV has established a Downtown Design Center ("Center") as a part of its School of Architecture and has located the Center in the heart of downtown Las Vegas and the RDA Redevelopment Area, specifically at the Historic Fifth Street School ("Fifth Street School"); and

WHEREAS, UNLV is a prime tenant at Fifth Street School which is owned by the RDA; and

WHEREAS, the RDA desires to establish an annual research project with UNLV to the benefit of the community that will improve the quality of overall downtown development, the level of sustainability, the quality of architecture, urban design, and planning in the redevelopment areas, and enhance historic preservation projects like saving and reusing the Fifth Street School; and

WHEREAS, UNLV is prepared to provide consulting and advisory services that the RDA desires during the 2010-2011 Academic Year, with an emphasis this year on two key service areas: (1) linking together new development projects in the central business district, that being the CIM / Lady Luck / Mob Museum project with the Forest City Live Work Las Vegas / New City Hall with pedestrian railroad crossings to the city's LEED-ND Symphony Park; and (2) branding Fifth Street School to help with the RDA's efforts to market the facility to private outside parties to offset operating costs; 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 tasks(collectively the "Project"):

- 1) Define a specific area within the City of Las Vegas Redevelopment Area to be studied. The specific area will be a Core Area Plan which has been determined to be bound by approximately I-515/US-95 on the North, Sixth Street on the East, Garces Avenue on the South and Grand Central Parkway on the West.
- 2) Review existing marketing materials, printed and on the RDA and City of Las Vegas websites, about Fifth Street School.
- 3) Study the RDA and City of Las Vegas ("City") contracts and entitlements in place for the CIM / Lady Luck / Mob Museum project, the Forest City Live Work Las Vegas and new City of Las Vegas City Hall and City of Las Vegas City Hall Parking Garage, and Symphony Park projects. Meet with RDA staff for updates on other project updates with the Core Area Plan.
- 4) Work with the RDA, recommend study areas within the Core Area Plan, and begin to make preliminary urban planning and urban design and policy recommendations for the consideration of the RDA and the City of Las Vegas.
- 5) Recommend new branding strategy or strategies to the RDA, the Office of Cultural Affairs and Public Information Office of the City for Fifth Street School. Also solicit input from the other tenants of the property including the American Institute of Architects – Las Vegas and the Nevada School of the Arts.
- 6) With the advice and consent of the RDA, continue to revise and refine those urban planning and urban design and policy recommendations, and make updated and further developed proposals to the RDA and the City.
- 7) With the advice and consent of the RDA and the Public Information Office of the City, finalize the selected branding exercise for Fifth Street School, and execute final design documents or design guidelines for brochures, brochure inserts, business cards, mailers, website design, etc.
- 8) Make final revisions and refinements to those 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.
- 9) The Final Reports for the Core Area Plan and the Historic Fifth Street School branding exercise shall be delivered to the RDA no later than May 15, 2011.

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, and upon presentation of a monthly invoice from UNLV to the RDA, the RDA shall pay to UNLV in 8 equal installments of \$6,250, on or about the 15th day of October, November and December of 2010, and January, February, March, April and May of 2011.

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. The RDA and UNLV 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 the 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 Steven R. 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 Project Director for this Agreement. UNLV will provide written notice to the RDA should there be a subsequent UNLV Project Director change. The Project Director will be responsible for completing the UNLV project tasks and will be the main contact regarding project activities for the RDA. Material scope of work changes or terms of the Agreement must be approved in a written amendment and signed by each parties Authorized Representative.
- 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 September 16, 2010 through May 15, 2011.
- 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.

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**

Recommended by:

Oscar B. Goodman, Chairman

Robert Dorgan, Dir. Downtown Design Ctr.

Jeffrey Koep, Dean, College of Fine Arts

Approved as to Form:

Approved by UNLV Authorizing Official:

 _____
Date 9/7/10

R. David Paul Date
Executive Director of Sponsored Programs

ATTEST:

Beverly K. Bridges, MMC, Secretary