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1 any building, facility, structure or other improvement and installation of any improvement
2 which is publicly or privately owned and located within or without the redevelopment area; and

3 WHEREAS, University Medical Center of Southern Nevada ("UMC") is the
4 owner of real property located at 1800 W. Charleston Blvd, Las Vegas, NV 89102, APN 139-
5 33-405-003, (the "Site") and is undertaking certain improvements to the Site in accordance
6 with the Redevelopment Plan; and

7
8 WHEREAS, pursuant to the terms of the Interlocal Agreement ("Agreement"
9 and attached hereto as Exhibit A) between the Agency and UMC, the Agency is able to provide
10 funds to the UMC to initiate construction and rehabilitation of the Site; and

11
12 WHEREAS, the Agency has considered the findings that no other reasonable
13 means of financing the construction of the building, facilities, structures, or other
14 improvements on the Site are available.

15
16 WHEREAS, the Governing Body of the Agency has determined that the
17 Agreement which provides for the contribution of funds to UMC for the renovation of exterior
18 improvements on the Site, all as more fully set forth in the Agreement, is in compliance with
19 and in furtherance of the goals and objectives of the Redevelopment Plan and improvements
20 are of benefit to the redevelopment area or the immediate neighborhood in which the
21 redevelopment area is located; and

22
23
24 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
25 the Agency that the Agreement is hereby approved and determined to be in compliance with
26 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the
27 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
28 execute the Agreement for and on behalf of the Agency, and to execute any and all additional

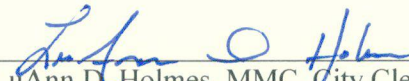
documents (including any Attachments thereto) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and AGREEMENT was passed, adopted and approved this 18th day of October, 2023.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
CAROLYN G. GOODMAN, Chairman

ATTEST:


LuAnn D. Holmes, MMC, City Clerk
SECRETARY

APPROVED AS TO FORM:

 10/4/23
Date

EXHIBIT A
INTERLOCAL AGREEMENT

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INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this “Agreement”) is made by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (“RDA”) and UNIVERSITY MEDICAL CENTER SOUTHERN NEVADA (“UMC”). The City and UMC are sometimes collectively referred to herein as the “Parties”.

This Agreement is effective on the date signed by all Parties, as long as the date signed by the last party is within thirty (30) calendar days of the first party (the “Effective Date”).

RECITALS

WHEREAS, Nevada Revised Statutes 277.180 provides that two or more public agencies may enter into an interlocal contract for the joint use of resources to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, the RDA administers funds of the RDA for the purposes of assisting business owners and landlords to attract or maintain businesses in the RDA redevelopment area and to support investment into existing commercial and residential structures in the RDA redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the “Redevelopment Plan”) for the Las Vegas Redevelopment Area (the “Redevelopment Area”) by providing for the redevelopment of certain real property included within the boundaries of the Redevelopment Area; and

WHEREAS, UMC desires to construct a healing garden (the “Healing Garden”) at their UMC Hospital campus located at 1800 W. Charleston Boulevard, Las Vegas, NV 89102 (the “Property”) as depicted on Exhibit A; and

WHEREAS, the development of the Healing Garden pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the city of Las Vegas, Nevada (the “City”) and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, the RDA has agreed to reimburse the UMC for a portion of the cost to construct the Healing Garden as further defined herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

I. PURPOSE

A. The Parties desire to enter this Agreement to set forth the specific terms for the construction of the Healing Garden located at the Property.

II. UMC AGREES:

A. To secure all the approvals and permits from applicable government entities, including the city of Las Vegas acting in its regulatory capacity.

B. To construct the Healing Garden in a good and workmanlike manner, to include by way of example and not limitation, a granite walkway, custom bench seating, hardscape pavers, mega-quartzite boulder, and metal fencing. Anticipated total Healing Garden project costs including landscaping, site furnishings, lighting, and fencing is TWO HUNDRED AND FIFTY ONE THOUSAND U.S. DOLLARS (\$251,000).

C. To allow the City or its agents on to observe and inspect the Healing Garden for compliance with this Agreement.

D. To provide to the City with receipts and paid invoices for the project and upon completion a certificate of completion issued by an applicable government entity that documents the completion of the Healing Garden.

E. To operate and maintain the Healing Garden for a minimum of five (5) years after the completion of the Healing Garden construction.

II. RDA AGREES:

A. To perform regular inspections during the construction of the Healing Garden to ensure compliance with this Agreement.

B. To reimburse UMC in the sum of NINETY FIVE THOUSAND U.S. DOLLARS (the "RDA Funds") within thirty (30) days after the RDA's receipt of a certificate of completion issued by the applicable government entity that documents the completion of the Project.

III. IT IS MUTUALLY AGREED:

A. The Healing Garden construction shall comply with applicable Nevada law, including the bidding and prevailing wage requirements of Nevada Revised Statutes Chapter 338.

B. That UMC shall be solely responsible for the design, construction, operations, and maintenance of the Healing Garden.

C. That the Parties shall coordinate a grand opening or ribbon cutting at the Healing Garden to include representative from both UMC and RDA upon completion of the façade project.

D. That each party hereto agrees to be responsible for any and all claims and liability from legal action, damages, loss, liability, and any other expenses (including attorney fees) resulting from the acts or omissions of its respective public officials, officers, employees, agents, contractors, or persons claiming through it, committed in the performance of this Agreement. In no event shall the language herein constitute or be construed as a waiver or limitation of each party's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41.

IV. MISCELLANEOUS

A. NOTICE.

Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx. All notices shall be effective upon receipt by the party to which notice is given. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

If to City: Attn: Mike Janssen
 Executive Director
 Las Vegas Redevelopment Agency
 495 S. Main Street, 6th Floor
 Las Vegas, NV 89101
 (702) 229-6551

and Attn: John Ridilla
Assistant City Attorney
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
(702) 229-6629

If to UMC: Attn: Shana M. Tello
Academic and External Affairs Administrator
University Medical Center
1800 W. Charleston Boulevard
Las Vegas, NV 89102
(702) 383-3842

B. ENTIRE AGREEMENT; SECTION AND PARAGRAPH HEADINGS

This Agreement represents the entire and integrated agreement between the RDA and UMC. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

C. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Contract, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

D. WAIVER

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the either party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of a party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E. ASSIGNMENT

Except as otherwise contemplated in this Agreement, neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

F. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of

Nevada. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to reach a resolution, the dispute shall be submitted to binding arbitration.

G. FORCE MAJEURE

Neither party hereto shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government quarantine restrictions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.

H. SEPARATE PARTIES

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party hereto is and shall be a public entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one entity whatsoever with respect to the indebtedness, liabilities, and obligations of the other entity or any other party.

I. NO THIRD PARTY BENEFICIARIES

No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

J. PUBLIC RECORDS/CONFIDENTIALITY

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

K. AUTHORITY

The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

L. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

M. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original,

shall be construed together and shall constitute one Agreement. Each party hereto agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

N. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement. Each party agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LAS VEGAS REDEVELOPMENT AGENCY

By: _____

Date: _____

Printed Name: Mike Janssen

Title: Executive Director

Approved as to Form:

By: 

Date: _____

Printed Name: Crislove Igeleke

Title: Deputy City Attorney

UNIVERSITY MEDICAL CENTER SOUTHERN NEVADA

By: _____

Date: _____

Printed Name: _____

Title: _____

Approved as to Form:

By: _____

Date: _____

Printed Name: _____

Title: General Counsel

Interlocal Agreement

RDA/CC Meeting ___/___/2023
RDA Item# ___ & CC Item# ___

EXHIBIT A

THE PROPERTY

