

**CBE NO. 607343-24**

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY REDEVELOPMENT AGENCY AND  
THE UNIVERSITY OF NEVADA, LAS VEGAS, COLLEGE OF FINE ARTS**

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CLARK COUNTY REDEVELOPMENT AGENCY, Nevada, hereinafter referred to as "RDA" and BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, COLLEGE OF FINE ARTS, a constitutional entity of the State of Nevada, hereinafter called "UNLV" for arts and culture in the Commercial Center in Las Vegas.

**WITNESSETH:**

WHEREAS, NRS 277.180 authorizes public agencies to 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;

WHEREAS, UNLV's College of Fine Arts educates, empowers and engages creative people to become visionary change-makers in the arts through acts of imagination;;

WHEREAS, the RDA desires to allocate an amount up to \$325,000 to UNLV to support a range of activities during the current academic year ("Program") to assist in the revitalization of areas located within the redevelopment areas; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter contained, the parties mutually agree as follows:

**ARTICLE I: SCOPE OF WORK**

**RDA OBLIGATIONS**

1. RDA agrees, subject to the terms and conditions of this Agreement, to provide an amount not to exceed Three Hundred Twentyfive-Thousand Dollars (\$325,000) to UNLV during the Term, defined below, of this Agreement, to be used for the programs more specifically described in Exhibit "A:- Programs, attached hereto and incorporated herein.
2. The RDA will reimburse UNLV on a monthly basis for all eligible costs in accordance with Exhibit "B" up to Three Hundred Twentyfive-Thousand Dollars (\$325,000). To obtain reimbursement, UNLV must submit an invoice monthly for reimbursement of expenses of the Program. The invoice must include documentation to support the expenditures. The expenditures will be reviewed for consistency and in accordance with the Program as outlined in Exhibit A and the budget as outlined in Exhibit "B". Any expenditures incurred outside the approved budget or that are not supported by appropriate documentation will be denied.

**UNLV OBLIGATIONS**

1. UNLV understands and agrees that the funds provided by the RDA are to be used solely to assist the RDA in the revitalization of areas within the redevelopment area and that the funds will not be used for any other purpose. The Scope of Services for the Program is attached as Exhibit "A" and outlines the services to which UNLV will be applying the funds and a corresponding timeline for the use of the funds. The budget for the Program is attached hereto as Exhibit "B".
2. Any amounts of the appropriations that are not used for the Program by June 30, 2025 must be returned to the RDA within thirty (30) calendar days thereafter.
3. UNLV shall comply with all applicable laws, rules, regulations, and standards with respect to providing the Program.

4. UNLV shall provide to the RDA a monthly report documenting the expenditures of the funds for the Program. RDA understands and agrees that the monthly report will provide general information relating to the expenditure of funds.

## **ARTICLE II: TERM AND TERMINATION**

The term of AGREEMENT shall be from September 1, 2024 through June 30, 2025.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving three (30) days written notice to the other party. In the event the RDA terminates this Agreement, UNLV waives any and all causes of actions, claims, suits and/or damages which arise out of or related to the termination of this Agreement. Within ten (10) calendar days of termination of this Agreement UNLV shall return to the RDA any unspent funds received from the RDA.

## **ARTICLE III: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between RDA and UNLV relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

## **ARTICLE IV: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

## **ARTICLE V: NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

RDA: Shani Coleman, Director of Operations  
Clark County Redevelopment Agency  
500 S. Grand Central Parkway, 6<sup>th</sup> Floor  
Las Vegas, Nevada 89155  
Shani.Coleman@ClarkCountyNV.gov

UNLV: Warren Cobb, Associate Dean,  
  
UNLV College of Fine Arts  
4505 S Maryland Pkwy  
Mail Stop: 5013  
Las Vegas, NV 89154  
Warren.Cobb@UNLV.edu

## **ARTICLE VI: POLICIES AND PROCEDURES**

UNLV agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by RDA and UNLV.

## **ARTICLE VII: INSURANCE**

UNLV agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

## **ARTICLE VIII: WAIVER AND SEVERABILITY**

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

## **ARTICLE IX: LAW OF VENUE**

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

CLARK COUNTY REDEVELOPMENT AGENCY

Board of Regents of the Nevada System of Higher Education,

on behalf of the University of Nevada, Las Vegas, College of Fine Arts

By: \_\_\_\_\_

TICK SEGERBLOM

Chair

Attest:

By: \_\_\_\_\_

LYNN MARIE GOYA

County Clerk

Approved as to Form:

Steven Wolfson, District Attorney

By: \_\_\_\_\_

SARAH SCHAERRER

Deputy District Attorney

RECOMMENDED:

By: \_\_\_\_\_

Nancy Uscher

Its: Dean, College of Fine Arts

Date: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_

Chris Heavey

Its: Executive Vice President and Provost

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_

Elda Sidhu

Its: General Counsel

DATE: \_\_\_\_\_

## ATTACHMENT A

### **Scope Presentation: Clark County Redevelopment Agency (RDA) and the University of Nevada, Las Vegas (UNLV) College of Fine Arts**

#### **1. Background**

After a successful year 1, we would like to continue the Clark County Redevelopment Agency (RDA) collaboration with the University of Nevada, Las Vegas (UNLV) College of Fine Arts to inject arts and culture into the Commercial Center in Las Vegas. This initiative aims to revitalize key sections of the urban core by leveraging the diverse artistic capabilities of UNLV's various departments.

#### **2. Year 2 Objectives**

For the second year of this partnership (September 2024 - June 2025), the program will include a range of activities designed to foster artistic growth, community engagement, and revitalization of the Commercial Center area.

#### **Key Activities:**

##### **1. Design Presentations:**

- **Participants:** UNLV's School of Architecture students and faculty.
- **Objective:** Present design ideas for the future transformation of Commercial Center into a vibrant Arts District.

##### **2. Performing Arts Series:**

- **Participants:** Once again, UNLV's performing arts disciplines (music, dance, theatre) along with other interdisciplinary contributions.
- **Objective:** Continue to host a series of public events in redevelopment areas to showcase UNLV's performing arts talents.

##### **3. Documentary Film Projects:**

- **Participants:** UNLV Film Department.
- **Objective:** Take documentary from season 1 and expand on the history of Commercial Center and where it is headed going forward.

##### **4. Exhibition Space and Public Art:**

- **Participants:** UNLV Department of Art, Entertainment Engineering and Design program, and potentially the School of Architecture.
- **Objective:** Expand from season 1 to develop ongoing on-site exhibitions and public art installations to engage the community.

### **5. Arts Talks Series:**

- **Participants:** Various partnering organizations.
- **Objective:** Present free panel discussions on relevant topics related to the partnership and arts in the community.

### **3. Expansion and Marketing**

- **Programming Expansion:** Broaden the scope of programming to include more events and activities, engage a diverse audience, and incorporate more of Commercial Center's businesses.
- **Marketing and PR:** Enhance the reach and awareness of the program through expanded marketing efforts, aiming to attract larger audiences.

### **4. Tentpole Initiatives**

- **Focus:** Develop and implement select high-impact initiatives designed to draw significant attention and larger crowds.

### **5. Summary**

This partnership aims to continue to enrich the Cultural District of Las Vegas through a diverse array of artistic and educational activities. By integrating UNLV's academic resources and creative talents with the redevelopment goals of the RDA, this initiative seeks to foster a vibrant arts community while rejuvenating the Commercial Center area.

**EXHIBIT “B” – BUDGET FOR PROGRAM**

**The proposed budget for Year 2 of the partnership is as follows:**

- <u>Music Department:</u>	<u>\$40,000</u>
- <u>Dance Department:</u>	<u>\$60,000</u>
- <u>Theatre Department:</u>	<u>\$60,000</u>
- <u>Art Department:</u>	<u>\$40,000</u>
- <u>Film Department:</u>	<u>\$50,000</u>
- <u>Marketing Funds:</u>	<u>\$15,000</u>
- <u>Contingency Funds:</u>	<u>\$60,000</u>
<b><u>Total Funds:</u></b>	<b><u>\$325,000</u></b>

BUDGET SAMPLE – SHOULD HAVE ONE FOR EACH PROGRAM

Expenditure Category	RDA Funds	Other Sources	Total
<b>Direct Administrative Costs:</b>			
Staff Time (program development & oversight)	\$		\$
Advocacy Travel (Carson City & DC - airfare, hotel, ground transportation, food)	\$		\$
<b>Direct Goods, Services, Costs:</b>			
Website Hosting	\$		\$
Website Development	\$		\$
Social Media Campaign & Google Ads	\$		\$
Outreach Event Supplies (table, tablecloth, canopy, signage, clip boards, SWAG, iPads)	\$		\$
Outreach Event Fees (booths)	\$		\$
<b>Indirect Expenses:</b>			
Indirect Expenses (insurance, legal, auditing, accounting, occupancy)	\$		\$
<b>Grand Total</b>	<b>\$</b>		<b>\$</b>