CLARK·COUNTY
ECONOMIC DEVELOPMENT

Office of Community & Economic Development
Clark County Government Center
500 S. Grand Central Pkwy, 6th Floor
Las Vegas, NV 89155
(702) 455-0000
BusinessInClarkCounty.com

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND UNLV FOR HISTORIC WESTSIDE INNOVATION COMMONS

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this ____ day of _____, 2026, by and between CLARK COUNTY, Nevada (hereinafter, "COUNTY"), and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF UNIVERSITY OF NEVADA, LAS VEGAS (hereinafter, "UNLV"), for the provision of services at the Historic Westside Innovation Commons, formerly known as the Lake Mead Microbusiness Park (hereinafter, "Innovation Commons").

RECITALS

WHEREAS, Nev. Rev. Stat. ("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; and,

WHEREAS, COUNTY has developed the mixed-use Innovation Commons combining workforce housing, office and coworking spaces to promote entrepreneurship, innovation, and small business growth in Clark County; and,

WHEREAS, the UNLV Office of Economic Development operates the Nevada Small Business Development Center on the campus of UNLV; and,

WHEREAS, for their mutual benefit, COUNTY and UNLV wish to provide certain services at Innovation Commons, including confidential business advising, training, and resources through the Nevada Small Business Development Center, as set forth herein;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth services to be provided by each party as set forth in Exhibit A, Scope of Work, attached hereto.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be ten (10) years from the Effective Date (defined below), with the option to renew for an additional ten (10) year term upon mutual consent of the Parties ("Term").

ARTICLE III: NO COST AGREEMENT

Nothing in AGREEMENT obligates either UNLV or COUNTY to expend appropriations or incur financial obligations to the other party. UNLV and COUNTY shall each bear their own expenses incurred in connection with the performance under AGREEMENT. UNLV and COUNTY acknowledge and agree that none of the obligations arising from AGREEMENT are contingent upon the payment of fees by one party to the other.

UNLV and COUNTY further acknowledge and agree that AGREEMENT is entered into for their mutual benefit. The mutual exchange of services and operational benefits constitutes good and valuable consideration for AGREEMENT.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with NRS 354.626, the financial obligations under AGREEMENT shall not exceed those monies appropriated and approved by COUNTY for the then-current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: 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 COUNTY 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 VI: 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 VII: 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:

To COUNTY: Attention: Shani Coleman, Director
Office of Community and Economic Development
500 Grand Central Parkway, 5th Floor
Las Vegas, Nevada 89155

To UNLV: Attention: Vice President
Office of Economic Development
University of Nevada, Las Vegas
Box 451092
4505 S. Maryland Parkway
Las Vegas, NV 89154-1092

ARTICLE VIII: INSURANCE, INDEMNIFICATION, AND LIMITATIONS ON LIABILITY

COUNTY is self-insured and will assume financial responsibility for any claims for personal injury or property damage, including death, caused by the negligent or wrongful acts of its employees and officers acting in the course and scope of their employment.

As a state-supported institution of higher education, UNLV is a self-insured agency for liability exposures and participates in the State of Nevada tort program pursuant to NRS Chapter 41. UNLV will assume financial responsibility for any claims for personal injury or property damage, including death, caused by the negligent or wrongful acts of its employees and officers acting in the course and scope of their employment.

To the extent limited by NRS Chapter 41, UNLV and COUNTY each agree to indemnify and hold harmless the other party, its officers, regents, employees and agents from and against any loss, damage, liability, claim, cost or expense to the person or property of another, lawsuits, judgments and/or expenses (but not including attorneys' fees), arising directly or indirectly from any act or omission of the indemnifying party, its officers, regents, employees or agents acting within the course and scope of their public duties or employment, which may occur during or which may arise out of the performance of AGREEMENT.

UNLV and COUNTY will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Neither party waives any right or deference to indemnification that may exist in law or equity.

ARTICLE IX: 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 X: LAW OF VENUE

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

ARTICLE XI: SUSPENSION AND TERMINATION

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto ninety (90) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of UNLV'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within UNLV'S control. If after termination for cause it is determined that UNLV has not so failed, the termination shall be deemed to have been affected for the convenience of COUNTY.

ARTICLE XII: MISCELLANEOUS PROVISIONS

A. All intellectual property owned or controlled by either party will remain its sole and exclusive property and will not be used by the other party for any purpose without the prior written authorization of the party that owns or controls it. Nothing contained in

AGREEMENT shall be deemed to grant to the other party any right or license in respect of any patents, inventions, technical information or any intellectual property rights owned by either party.

B. AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. AGREEMENT shall become effective upon execution by both parties ("Effective Date").

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

CLARK COUNTY

By: _____
MICHAEL NAFT
Chair

Date: _____

Approved as to Form:

STEVEN B. WOLFSON
Clark County District Attorney

By: _____
Deputy District Attorney

Date: September 30, 2026

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

By: _____
MATT McNAIR
Chancellor, NSHE

Date: _____

Recommended:

By: _____
CHRISTOPHER L. HEAVEY
Interim President, UNLV

Approved as to Form:

ELDA M. SIDHU
Vice President and General Counsel, UNLV

By: _____

Date: _____

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EXHIBIT A – SCOPE OF WORK

I. UNLV RESPONSIBILITIES

A. UNLV will fund and directly procure Furniture, Fixtures, and Equipment (FF&E") for the interior second floor of the Innovation Commons using its standard procurement procedures and not to exceed $750,000 in out of pocket expenses. UNLV will consult with County on such FF&E, but UNLV will retain sole authority to determine which FF&E to procure for the interior second floor. At the end of the Term, UNLV intends to donate the FF&E to County.

B. UNLV will provide and manage at least two employee positions at Innovation Commons that will provide services during normal business hours (7am to 6pm) on business days, unless otherwise agreed. The general title of the positions will be Business Development Manager, and Business Development Associate, but UNLV may determine, at its sole discretion, the appropriate titles for such employees. UNLV employees will be paid directly through UNLV. UNLV employees will be supervised by, and report directly to, UNLV's Office of Economic Development, or other applicable unit/division of UNLV. Primary responsibilities of the positions will be business counseling, providing expertise to manage and run the Makerspace, and providing connections to other UNLV programs and services. Employees will not be responsible for representing County in any capacity. Any individual or entity seeking to enter into an agreement with the Innovation Commons will be directed to Clark County's Office of Community and Economic Development.

C. UNLV will provide small businesses counseling, educational courses, community offerings, and other programs, resources, and services.

II. COUNTY RESPONSIBILITIES

A. COUNTY will execute a license agreement to permit UNLV and its employees to access and occupy the second floor of Innovation Commons.

B. COUNTY will oversee, manage, and be financially responsible for the bidding, contracting, procurement, permitting, construction, and development, of the tenant improvements and leasing process (including collection of rents, tenant services, repairs, notices and evictions) for the Innovation Commons.

C. COUNTY will develop and implement operational policies and procedures for the efficient management of the Innovation Commons, including the leasing process for commercial spaces.

D. COUNTY will fund and directly procure FF&E for the Innovation Commons, other than for the interior second floor of the Innovation Commons reserved for use by UNLV as outlined in Article I of this Exhibit.

E. COUNTY, as the property owner, will be responsible for matters related to property management, insurance, general risk management, building infrastructure and maintenance, and legal and regulatory compliance for tenant-related issues, governance, and business operations, including compliance with appliable health, safety and zoning regulations.

III. JOINT RESPONSIBILITY

COUNTY and UNLV will jointly brand the second floor of the Innovation Commons as a Clark County and UNLV programmatic and facility asset on all internal signage, written and promotional materials, websites, and other materials. In additional one UNLV lighted sign, as approved by UNLV, will be prominently displayed on the exterior of the Innovation Commons.