

COOPERATIVE INTERLOCAL AGREEMENT

This COOPERATIVE INTERLOCAL AGREEMENT (this “**Agreement**”) is made as of the 20th day of May, 2009, and effective as of the Effective Date, by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, a public agency of the State of Nevada (hereinafter referred to as “**UNLV**”), and the CITY OF NORTH LAS VEGAS, NEVADA, a municipal corporation (hereinafter referred to as “**CITY**”).

PRELIMINARY STATEMENTS

- WHEREAS, on or about January 21, 2004 and November 16, 2005, the CITY Council approved a federal land reservation for a University of Nevada, Las Vegas campus to ultimately total approximately 2,009 acres of federal land available under the provisions of the Southern Nevada Public Lands Management Act of October 1998, PL 105-263 (“**SNPLMA**”), within the incorporated boundaries of the CITY to be requested by Congressional conveyance; and
- WHEREAS, on or about January 29, 2004 and December 1, 2005, the Board of Regents approved plans to seek up to approximately 2,009 acres of federal land available under the provisions of the SNPLMA within the incorporated boundaries of the CITY by Congressional conveyance for a North Campus (as defined herein); and
- WHEREAS, said approvals condition the conveyance of that land on the CITY and UNLV entering into a written agreement addressing costs, future uses, and other obligations to be assumed by the Parties; and
- WHEREAS, the CITY intends the Congressional conveyance transfer that land directly to UNLV; and
- WHEREAS, the Parties acknowledge that the North Campus will serve as an engine for growth of the surrounding community and desire to promote commercial development, including offsite research, technology and business parks, offsite infrastructure, mixed-use projects and public-private partnerships; and
- WHEREAS, the CITY acknowledges UNLV and the 99th Air Base Wing, Nellis Air Force Base, Nevada (“**USAF**”) intend to enter into a separate agreement (“**USAF-UNLV Agreement**”) to establish neighboring property owner relationships, campus development conditions and mutual responsibilities; and

WHEREAS, in 2004 and 2005, the CITY participated with UNLV, USAF and other federal and local agencies to prepare a Draft Master Plan, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference (the "**Concept Master Plan**"), for the purpose of developing a proposed campus of the Nevada System of Higher Education on approximately 2,009 acres of federal land located within the boundaries of the CITY, and more particularly described on Exhibit "A" and graphically depicted on Exhibit "B", both attached hereto and incorporated herein by this reference (the "**Land**" or "**North Campus**"); and

WHEREAS, the CITY will establish the "**University District**" within the Northern Development Area of the CITY's Master Plan (as defined herein), and

WHEREAS, said future Congressional Legislation and this Agreement will set forth uses and purposes for the Land; and

WHEREAS, both Parties are prepared to continue the planning and development of the Land for the stated purposes as agreed in those prior approvals and as stated in this Agreement; and

WHEREAS, a successful development process requires a solid partnership between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY and UNLV agree as follows:

A. DEFINITIONS

1. "**Academic Uses**" means campus facilities of UNLV and its education and research partners, including any purpose that would generally be associated with the educational and research mission of an institution of higher learning, including educational facilities, research facilities, housing for students, faculty and UNLV affiliates and support facilities utilized to support the higher educational mission of UNLV.
2. "**Board of Regents**" shall mean the Board referred to in Article 11, Section 4 of the Constitution of the State of Nevada.
3. "**Campus Commercial Use**" means a Commercial Use incidental to an Academic Use. A Commercial Use is incidental to an Academic Use if a substantial portion of the intended customers of the proposed Commercial Use are students, or faculty, staff and all others whose profession or vocation is focused on the educational and research mission of UNLV.

4. “**CITY’s Master Plan**” shall mean the “City of North Las Vegas Comprehensive Master Plan,” prepared by the CITY and adopted under the provision of Nev. Rev. Stat. Chapter 278.
5. “**Commercial Uses**” means a use of land, as defined in the development code of CITY in effect at the time relevant for making the determination, for business purposes, but excluding pawn shops, second hand shops, deferred deposit businesses, gaming whether restricted or non-restricted, and/or adult businesses.
6. “**Design Guidelines and Development Standards**” shall be the requirements for land development and building construction applicable to the Interface Area, Transition Area and any Non-Academic Uses, as such are adopted jointly between the CITY and UNLV, as set forth herein.
7. “**Development**” refers to completion of the North Campus Master Plan and initiation of construction of any facility or infrastructure project as described in the North Campus Master Plan anywhere on the Land after conveyance of any portion of the Land to UNLV. Development shall include issuance of the applicable governmental approvals and/or permits for such construction.
8. “**Effective Date**” means the date of the approval of this Agreement by the Board of Regents, provided the CITY has prior to that date approved this Agreement.
9. “**Interface Area**” has the meaning given to it in Section C (3).
10. “**Transition Area**” means that land within the University District which encompasses all land within one hundred fifty (150) feet on either side of the west boundary line of the Land.
11. “**Nellis Small Arms Range**” shall mean the approximate 6,503 acres of land withdrawn pursuant to Public Land Order 2936, 19 Mar 63, Revoked EO 8954, 27 Nov 41; T.18S, R.62E, S ½ of Secs; 33, 34 and 35; T.19S, R.62E, Secs. 2, 3, and 4; T.19S, R.62E, E ½ of Sec. 8; T.19S, R.62E, Secs. 9 and 10; T.19S, R.62E, W ½ of Sec. 11; T.18S, R.62E, Sec 36; T.19S, R.62E, Sec 1; T.19S, R.62E, W ½ of Sec. 12; E ½ of Sec. 11 and currently in use by the USAF.
12. “**Non-Academic Uses**” shall mean a Commercial Use other than an Academic Use or a Campus Commercial Use.
13. “**North Campus**” shall mean the establishment, Development, operation, growth and maintenance on the Land of campus facilities of UNLV and its education and research partners, including any Academic Use and Campus Commercial Use.
14. “**North Campus Master Plan**” shall mean the plan that will set forth a physical framework to guide development of the North Campus. The current Concept Master Plan, prepared in collaboration with CITY, is intended to be used for

initial development of the campus infrastructure and first buildings, however nothing in this Agreement is intended to allow for the construction of any buildings prior to adoption of the North Campus Master Plan as provided for herein. As the process proceeds, the Concept Master Plan will be refined and finalized as necessary to include Design Guidelines and Development Standards, academic programmatic needs, elements of campus organization, land and building use, vehicular and pedestrian circulation, infrastructure, open space, relationship to the community, sensitivity to the campus site, and building design to ensure compliance with physical master plan principles. The approved North Campus Master Plan is intended to: (1) guide the long-term Development of a physical plant that serves and supports the educational and research mission of UNLV; and (2) to create a physical environment that is sustainable and complements UNLV's educational purpose, encouraging social and intellectual interchange among students, faculty, staff, private partners and the greater community.

15. "**Parties**" means the CITY and UNLV, and either of them a "**Party**".
16. "**University District**" means a planning area within the CITY's Master Plan which shall include the North Campus and certain sections (or parts thereof) of land to the west of the North Campus as generally depicted on Exhibit "D" attached hereto.

B. CONVEYANCE OF LAND FOR PUBLIC PURPOSE

1. UNLV and the CITY agree to seek passage of certain proposed Congressional legislation, i.e. the Southern Nevada Higher Education Land Act of 2008 (the "**Congressional Legislation**") by the United States to provide for the conveyance of the Land to UNLV.
2. UNLV and the CITY recognize that acceptance of the Land by UNLV is predicated upon the successful remediation by other than CITY of all environmental conditions that exist on the North Campus portions of the former Nellis Small Arms Range, as identified in Army Corps of Engineers reports from 1994, 1996 and most recently in the Final Site Inspection Report for the Formerly Used Defense Sites Military Munitions Recovery Program Site Inspection Project (J09NV051001), completed July 23, 2007 for the Department of the Army Corps of Engineers, Los Angeles District.
3. The CITY acknowledges that UNLV is a state sovereign and that the Land will similarly be sovereign State property. CITY acknowledges that the State of Nevada Public Works Board ("**SPWB**"), as applicable, will be the building official for the construction of buildings on the Land by UNLV, and agrees to work with SPWB as required by state law.

C. PLANNING AND DEVELOPMENT PROCESS. Upon enactment of the Congressional Legislation, providing for conveyance of the Land to UNLV:

1. CITY shall adopt, by appropriate proceedings, the University District as part of the CITY's Master Plan, and shall plan the University District: (i) as to the North Campus, consistent with the North Campus Master Plan, as ultimately agreed to, and (ii) as to that portion of the University District outside of the North Campus, for uses complimentary to the North Campus.
2. UNLV and the CITY agree to participate and collaborate in the preparation of the North Campus Master Plan, which is intended to contain the Design Guidelines and Development Standards in sufficient detail to promote quality campus development within the North Campus.
3. UNLV and CITY shall jointly identify an area of land within the University District, approximately one half (1/2) of which shall be within the North Campus and approximately one half (1/2) of which shall be outside the North Campus (the "**Interface Area**") which shall contain Academic Uses, Campus Commercial Uses and Commercial Uses as agreed to by the Parties, in a coordinated seamless manner. The Interface Area is generally identified on Exhibit "E" hereto. The exact size and location of the Interface Area shall be identified in the North Campus Master Plan.
4. Both Parties agree the framework for the development of the North Campus Master Plan shall be the Land identified in the Congressional Legislation and the Concept Master Plan.
5. UNLV and the CITY agree to use their best efforts to complete appropriate North Campus Master Plan progress to support initial development of the North Campus within twenty-four months after conveyance of any portion of the Land to UNLV, or such longer period as may be mutually agreed upon by the Parties
6. The Parties agree to collaborate to implement the North Campus Master Plan, to appropriately plan the Interface Area, to appropriately plan the Transition Area and to appropriately plan the remaining area of the University District, in order to assure that the entire University District provides an environment conducive to: (i) UNLV's educational and research mission, and (ii) commercial development, including a business/research park capable of attracting leading edge technologies.
7. Development of the North Campus Master Plan is intended to be a collaborative process between UNLV and the CITY as follows:
 - a. UNLV shall have all responsibility for cooperating with USAF and complying with the USAF-UNLV Agreement or any requirements of the Congressional Legislation that relates to the USAF-UNLV Agreement.

- b. After compliance with any USAF requirements as set forth in Section C (7)(a) above, UNLV and CITY acknowledge that adoption of the North Campus Master Plan, is intended to be: (1) subject to public input requirements of the CITY; (2) adopted by the CITY in accordance with all legal requirements in the same manner as a development agreement, but such adoption by CITY shall be subject to subsequent adoption by the Board of Regents, and (3) submitted for adoption by, and adoption by, the Board of Regents.
- c. Amendments to the North Campus Master Plan, after adoption as set forth above, shall be made as follows:
 - i. Amendments that relate solely to Academic Uses and Campus Commercial Uses may be made by UNLV without further proceedings or review by the CITY. UNLV agrees that any amendment which would impact the offsite improvements necessary for Development of the North Campus shall comply with all CITY requirements related to such offsite improvements. UNLV shall provide a copy of any such amendments to the CITY prior to such proposed amendments becoming effective.
 - ii. Amendments which relate to the Interface Area, Transition Area or which change their applicable Design Guidelines and Development Standards shall be prepared jointly by the Parties and adopted either in accordance with Section C (7)(b) above or in such other manner as counsel for each Party determines necessary.
 - iii. Amendments that relate to Non-Academic Uses shall be made jointly by the Parties, unless as a result of such amendment the resulting use becomes an Academic Use or Campus Commercial Use, in which event the amendment shall proceed as in Section C (7)(c)(i) above.
- 8. The Parties acknowledge that in order to best implement the planning concepts reflected in this Agreement, the joint employment of a planning expert experienced in planning of areas surrounding institutions of higher education to assist in the planning of the Interface Area, the Transition Area and/or the entire University District, would be beneficial to each Party. However, each Party acknowledges that the other must make decisions involving expenditures of funds on an individual basis, and nothing in this Section C(8) or in this Agreement can obligate either Party to hire an expert. As such, the Parties agree to further explore the joint employment of a planning expert, the cost to each Party and the potential benefit to each Party.
- 9. UNLV and CITY agree to collaborate as required by state law, including the permitting process for offsite improvements.

D. INFRASTRUCTURE. The North Campus Master Plan will include at a master plan level all anticipated needs for infrastructure, flood control, utilities and facilities to support the development of the North Campus as well as uses other than, but in support of, the North Campus, including the University District.

1. TRANSPORTATION. The Parties shall jointly develop a master streets and highways plan, master transit plan and a master pedestrian trails and bicycle plan for the University District up to and with connection points at North Campus.
2. WATER/SEWER. CITY shall be water purveyor to North Campus except as otherwise determined by UNLV to be in its best interest for research purposes to use alternative or renewable sources of energy, or similar utilities, and including recycling and water filtration ("reclaimed" water), *provided however*, UNLV may not utilize reclaimed water unless CITY has agreed that such use of reclaimed water does not result in an unacceptable loss of return flow credits from the applicable water authority. CITY shall provide sewage disposal to North Campus.
3. EMERGENCY SERVICES. The Parties shall enter into a mutual aid agreement concerning emergency services to be provided within the North Campus. The Parties acknowledge that emergency services will be provided to private operators of Non-Academic Uses within the North Campus, that the portion of the Land upon which such Non-Academic Uses will be operated will be UNLV owned and therefore exempt from real estate taxes, and that it would be appropriate for such private operators to pay for or toward the emergency services to be provided. Therefore, the North Campus Master Plan shall provide a methodology whereby private operators of Non-Academic Uses within the North Campus shall pay their appropriate share of costs associated with services provided by City and not UNLV, and customarily funded through real estate taxes.

E. INTERGOVERNMENTAL ISSUES

1. Both Parties agree to maintain continuing cooperation on all legislative matters, local, state or federal, that impact the development or operation of the North Campus.
2. Neither Party shall seek amendments to the provisions of the Congressional Legislation related to the North Campus without consent of the other Party.
3. Both Parties agree to the establishment of a two-tiered planning group to continue implementation of the North Campus Master Plan, as well as a process for the preparation, review and completion of North Campus plans and projects governed by this Agreement and/or the Congressional Legislation. The organization and process shall include:

- a. The executive board identified in the USAF-UNLV Agreement (the “**Executive Committee**”). Those members of the Executive Committee appointed to represent the CITY shall be full time CITY staff designated by the CITY Manager.
- b. A North Campus planning committee comprised of selected facilities management, engineering, planning, and legal representatives of UNLV and the CITY, as designated by UNLV and the CITY (“**Planning Task Force**”). Members of the Planning Task Force will also participate in the activities of the North Campus Task Force created by UNLV and the CITY in 2003. During regularly scheduled meetings of the Planning Task Force, UNLV agrees to give CITY and other participants notice and updates of Development on the Land in order to ensure compliance with North Campus Master Plan.
- c. The Planning Task Force’s management and staff support will be provided by UNLV. Initial procedures will include:
 - i. Establishment of a meeting schedule of sufficient frequency to guide the property acquisition, environmental remediation, and master planning processes and to regularly update the Executive Board.
 - ii. Development of master plan progress scope, group objectives, budget, processes, responsibilities, and schedule for completion and review of the North Campus Master Plan.
 - iii. Recommend allocation of fees and expenses for refinement of the North Campus Master Plan between UNLV, the CITY and other participants, as applicable.
 - iv. Preparation of procedures for review and progress of the North Campus Master Plan and subsequent activities requiring approval by UNLV and input from the CITY.
 - v. Preparation of the master plan scope of work, budget and other documentation required to contract professional campus planning consultant(s) as determined necessary to implement the North Campus Master Plan.
 - vi. Preparation and procedures for the development of a business/research park intended to attract leading edge technologies and employment opportunities.

F. AVAILABLE FUNDING SOURCES

1. CITY and UNLV shall work together to obtain necessary funding from all available sources to finance construction of North Campus infrastructure and buildings.
2. CITY and UNLV shall work together to obtain necessary funding, including tax increment financing from all available sources to finance construction of off campus infrastructure needed for UNLV or CITY.

G. MISCELLANEOUS

1. Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be personally delivered or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the Party at the address listed below:

To UNLV: University of Nevada, Las Vegas
 Senior Vice President of Finance and Business
 4505 Maryland Parkway
 Box 451004
 Las Vegas, NV 89154-1004

With a copy to: University of Nevada, Las Vegas
 Vice President and General Counsel
 4505 Maryland Parkway
 Box 451085
 Las Vegas, NV 89154-1085

To the CITY: City of North Las Vegas
 2200 Civic Center Drive
 North Las Vegas, NV 89030-6307
 Attn.: City Manager

With a copy to: City of North Las Vegas
 2200 Civic Center Drive
 North Las Vegas, NV 89030-6307
 Attn.: City Attorney

2. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, and any action or proceeding instituted to enforce its provisions shall be litigated and determined in a court of competent jurisdiction located in Clark County, Nevada.
3. Severability. Invalidation of any covenant, condition, restriction, term or provision of this Agreement by judgment, court order or otherwise shall in no way

affect any other covenant, condition, restriction, term or provision, each of which shall remain in full force and effect.

4. No Waiver. The failure of any Party to insist upon strict performance of any of the obligations, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in any of the obligations, conditions or agreements contained herein by the same or any other Party.
5. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties.
6. Third-Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.
7. Amendment. Except as otherwise specifically provided for in this Agreement, this Agreement may only be amended by a writing executed by the Parties, and approved by the governing bodies of the Parties in accordance with applicable law.
8. Integration. This Agreement, together with any attachments, exhibits or amendments thereto, constitutes the entire agreement between the Parties and supersedes all previous contracts, whether written or oral, between the Parties with respect to the subject matter hereof, whether expressed or implied and shall bind the Parties unless the same be in writing and signed by the Parties.

THE NEXT TWO PAGES ARE THE SIGNATURE PAGES

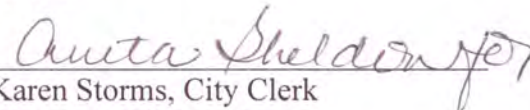
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of their approval action, provided, however, this Agreement shall only become effective as of the Effective Date.

Date of City Council Approval: May 20, 2009

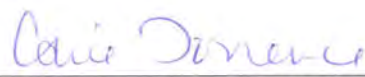
CITY OF NORTH LAS VEGAS,
STATE OF NEVADA

By: 
Michael L. Montandon, Mayor

Attest:

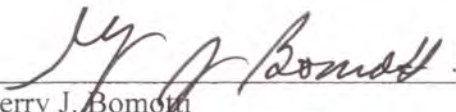

Karen Storms, City Clerk
City of North Las Vegas

APPROVED AS TO FORM:


Carie Torrence, City Attorney


NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:




Gerry J. Bomohi
Senior Vice President for Finance and Business
University of Nevada, Las Vegas

Recommended:

 08/13/09

Neal J. Smatresk
Acting President
University of Nevada, Las Vegas

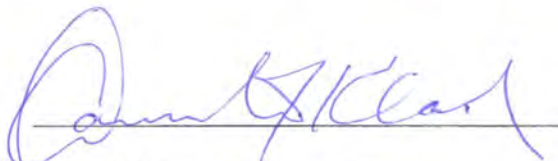
Approved as to Form:



Richard C. Linstrom
Vice President and General Counsel
University of Nevada, Las Vegas

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION

Date of Board of Regents approval: June 18-19, 2009.



Daniel J. Klaich, Chancellor

Exhibit "A"

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose
Assistant City Manager
Dan Tarwater

Public Works Department • James A. Bell, P.E., Director

50 East Brooks Avenue • North Las Vegas, Nevada 89030
Telephone: (702) 633-1306 • Fax: (702) 642-2673
www.cityofnorthlasvegas.com

EXPLANATION: This description represents lands for the proposed UNLV - North Las Vegas Campus expansion lying north of Clark County Route 215, between Pecos Rd. and Lamb Blvd. within Sections 18 and 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada and is intended to be used to accompany the R&PP application to the BLM.

This description was prepared from record information and is not the result of a field survey.

PARCEL DESCRIPTION

All of Sections 6, 7 & 18, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

And

The North Half (N ½) of Government Lot 1.

The North Half (N ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼).

The North Half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) and

The North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼)

of Section 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

Containing 2009.45 Acres, more or less as shown on BLM Land Records.

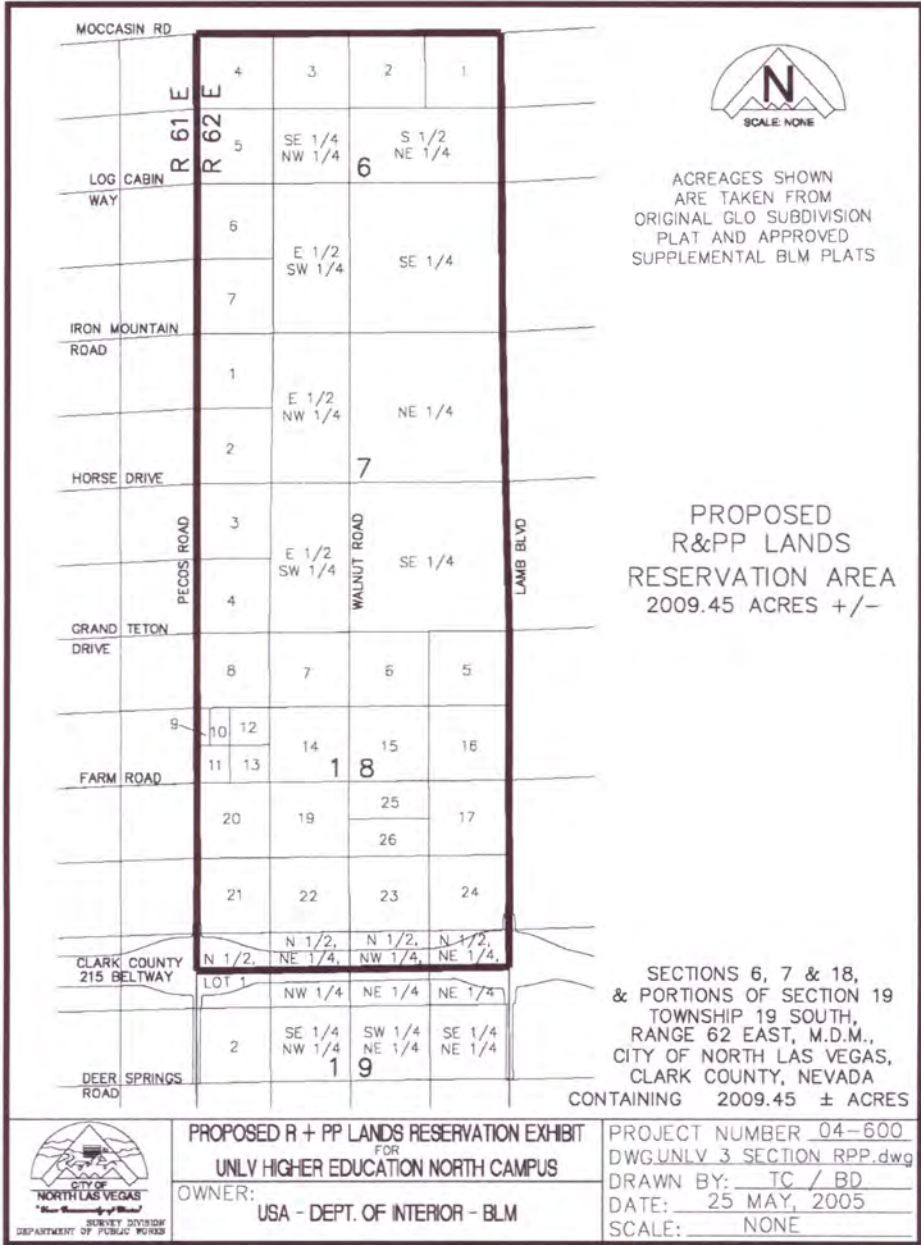
Prepared by:

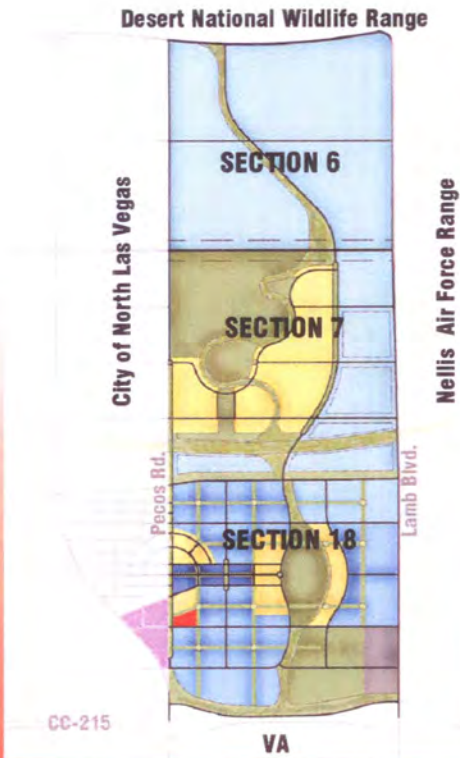
Bartlett C Dalton, PLS
City Surveyor
50 East Brooks Avenue
North Las Vegas, NV 89030
Nevada Certificate 10160
Expires December 31, 2006



25 May 05

Exhibit "B"





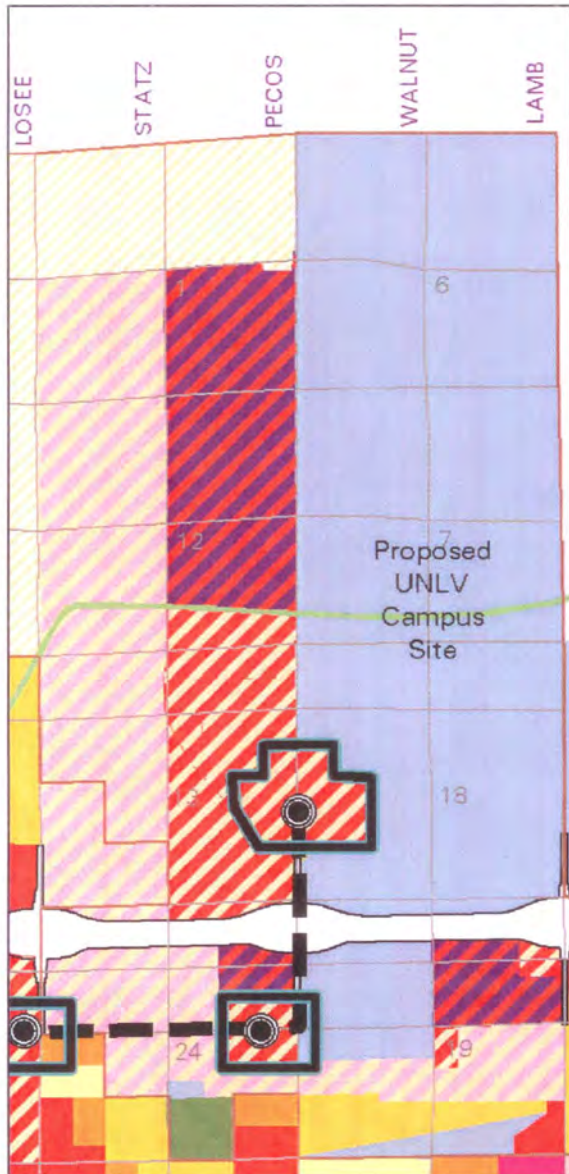
Pre-Decisional Site Plan

- SECTION 18: Comprehensive Campus
- SECTION 7: Recreation/Residential Specialized Research
- SECTION 6: Large Area Research

Legend of Land Uses:

- Academics / Research
- Specialized Research
- Initial Building at UNLV North Campus
- Residential
- Recreation / Athletic
- Civic Wedge
- Transit
- Support Services

Exhibit "D"



- Land Use**
- RESIDENTIAL**
- Ranch Estates (up to 2 du/ac)
 - Master Planned Community
 - Single Family Low (up to 6 du/ac)
 - Single Family Medium (up to 13 du/ac)
 - Multi-Family (up to 25 du/ac)
- NON-RESIDENTIAL**
- Open Space
 - Neighborhood Commercial
 - Resort Commercial
 - Community Commercial
 - Public/Semi Public
 - Downtown Business District
 - Downtown Area of Influence
 - Employment
 - Heavy Industrial
- MIXED-USE**
- Mixed-Use Neighborhood
 - Mixed-Use Commercial
 - Mixed-Use Employment
- Transportation**
- Existing Transit Route
 - Future North 5th Transit Route
 - Future Transit Influence Area
 - Future North 5th Transit Station
 - Main Streets
 - Union-Pacific Railroad



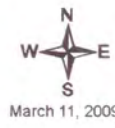
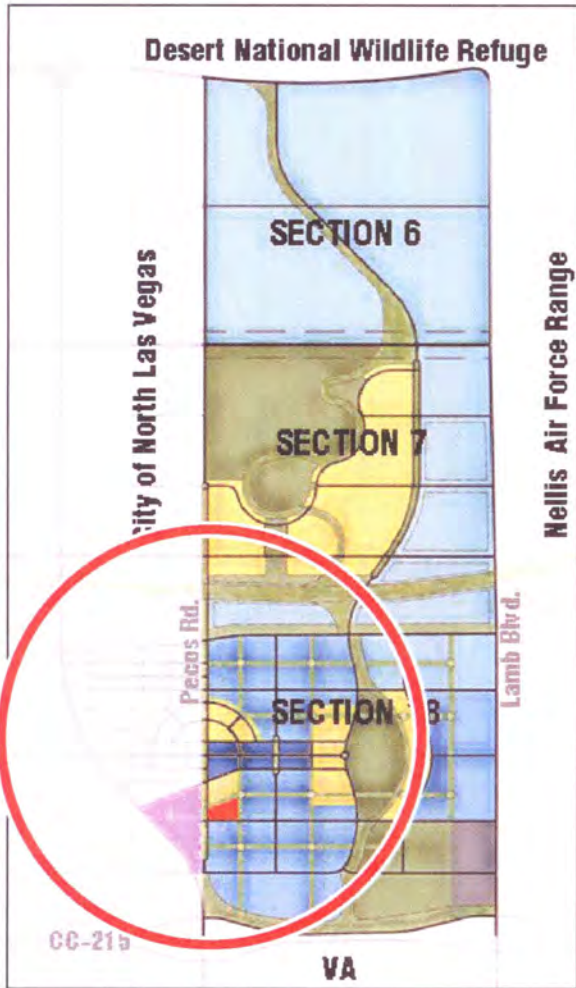
March 11, 2009



Economic Development Department
 This information is for display purposes only. No Liability is assumed as to the accuracy of the data delineated hereon.

RC9019

Exhibit "E"



Economic Development Department
This information is for display purposes only. No Liability is assumed as to the accuracy of the data delineated hereon.

RO6019