

**JOINT GRANT MANAGEMENT AGREEMENT
BY AND BETWEEN CITY OF LAS VEGAS AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE COLLEGE OF SOUTHERN NEVADA
WITH RESPECT TO THE WESTSIDE EDUCATION & TRAINING CENTER**

This Joint Grant Management Agreement (this “Agreement”) is entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (“City”), with an address of 495 South Main Street, Las Vegas, NV 89101, and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ACTING ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA (“CSN”), with an address of 6375 West Charleston Boulevard, Las Vegas, NV, 89146. The City and CSN may sometimes be collectively referred to herein as the “Parties.”

This Agreement shall become effective when: i) it is approved by the City Council for the City, in accordance with applicable Nevada law and the City’s policies and procedures, and executed by authorized officers of the City; and ii) approved by the Board of Regents of the Nevada System of Higher Education (“BOR”), in accordance with Nevada law and BOR’s policies and procedures, and executed by authorized officers of the BOR.

AGREEMENT

I. THE PARTIES AND PROJECT

A. The City and CSN have previously applied for, and on February 4, 2021, conditionally received, approval for certain grant funding from the United States Department of Commerce, Economic Development Administration (“EDA”), in the amount of SIX MILLION NINE HUNDRED THIRTY THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS AND 00/100 (\$6,930,635.00)(the “Grant”).

B. EDA has designated the Grant for a project identified as “Project Number 07-79-07620.” The Grant funded project will include, among other components, the construction of one building including approximately 15,000 square feet of usable space, and shall consist of a healthcare laboratory, conference rooms, a computer laboratory, offices, and approximately 5,800 square feet of manufacturing, construction, and welding laboratory space, along with landscaping, parking areas and a vehicle pick/up drop off areas (collectively, the “Project” or the “Westside Education & Training Center”).

C. The City and CSN desire to enter into this Agreement to define and delineate their respective rights and obligations with respect to the Grant and the construction and operation of the Project.

D. The City shall construct the Project with CSN’s cooperation, as set forth herein, utilizing the Grant, City’s funds, or funds otherwise obtained by the City (“Project Costs”), on real property owned by the City, which is situated adjacent to the Historic Westside School, and legally identified as Clark County Assessor’s Parcel Numbers 139-27-201-005 and 139-27-201-006 (the “Property”). The Parties anticipate that the Project Costs shall be reimbursed from the Grant proceeds, at least in part. CSN shall have no liability for the Project’s construction costs or for the Property, but CSN shall be responsible for providing furnishings, equipment, and fixtures necessary for CSN to occupy and operate the Project, as set forth herein and in the Lease (defined below in Paragraph F).

E. The difference, if any, between the Project Costs and the amount of the Grant (the “City’s Project Costs”) will be provided by the City by funding sources determined by the City, but the City’s Project costs shall not be financed by a lien against the Project.

F. Upon completion of the Project, the City shall own the Project (excluding furnishings and equipment contributed by CSN for its use of the Project), subject to any rights of the EDA under the terms of the Grant. However, the Parties agree that the City shall permit CSN to occupy and operate the Westside Education & Training Center under the terms of a lease by and between CSN, as the lessee, and the City, as the lessor, to be negotiated in good faith by the Parties (the "Project Lease"). The Parties anticipate that CSN will occupy the Project under the terms of the Project Lease, as of the completion of the Project, or within a reasonable time thereafter.

G. The Parties anticipate that the Project Lease shall, among other terms, proscribe operating standards and requirements for the Project and shall include, without limitation, terms governing i) the permitted and non-permitted Project uses; ii) the lease rate rent; iii) janitorial services; iv) security services; v) parking areas; vi) taxes (as applicable); vii) insurance; viii) capital improvements; ix) maintenance and repairs; x) additional rents and costs; xi) common area maintenance and repairs; xii) term; xiii) anticipated commencement date; xiv) furniture, fixtures, equipment, tenant improvements for the Project; xv) default; xvi) remedies; and xvii) any other term necessary for the safety, security and benefit of the Parties, the public and the community.

H. Prior to the installation of any work which might be considered art in, on or about the Project or Property, including, without limitation, any sculptures, murals, wall art, frescos, mosaics, and/or paintings that have been affixed to, embedded in or attached to the Project or the Property other than by a simple nail or similar art mounting hardware, CSN shall first obtain the prior written consent of the City in each instance. Such consent may be conditioned upon CSN obtaining a written waiver, in form and substance reasonably agreeable to the City, under the federal Visual Artists Rights Act of 1990 between CSN and at least one of the artists if there is more than one.

II. THE PARTIES' OBLIGATIONS

The Parties, respectively, acknowledge and agree to comply with the Specific Award Conditions issued for the Project by EDA, which are incorporated herein by reference (the "SAC"), as provided herein.

A. THE CITY'S OBLIGATIONS UNDER THE SAC:

The City agrees, represents, and acknowledges, respectively, as follows:

1. The City shall solicit and award contracts for architectural and engineering services necessary for the design of the Project, in accordance with applicable law and the City's policies and procedures relating thereto, all in compliance with the applicable terms of the SAC.

2. The City shall reasonably cooperate with CSN in the design of the classrooms, laboratories, offices and meeting space necessary for the adequate education and entry-level skills training that will meet the needs of students served by the Westside Education & Training Center.

3. The City shall procure all necessary permits, licenses, and environmental clearances necessary for the Project.

5. The City shall manage bidding, award, and management of construction contracts for the construction of the Project, including all structural components, utility requirements, parking, and landscaping, in accordance with the SAC, all in accordance with applicable law, and the City's policies and procedures relating thereto. The City agrees that all aspects of the construction of the Project shall be subject to the prevailing wage rates determined by the Nevada Department of Business and Industry, Office of the Labor Commissioner, as those rates are calculated in accordance with the requirements of Chapter 338 of the Nevada Revised Statutes. The City shall also maintain all payroll reports, statements of compliance and any other forms or records required by the Office of the Labor Commissioner. To the

extent that the United States Department of Labor's prevailing wages exceed the State of Nevada's prevailing wage rates, the following shall apply: (1) all transactions regarding the SAC shall be done in compliance with the Davis-Bacon Act(40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, (2) the contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable, (3) contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the a wage determination made by the United State's Secretary of Labor, and (4) contractors are required to pay wages not less than once a week.

6. The City shall comply with all applicable statutes and regulations, both State and Federal, for the encouragement of minority, female-owned small businesses, veteran owned businesses, small and disadvantaged business.

7. Subject to the limitations of NRS 41.035, the City shall indemnify, defend, save, and hold harmless, the Nevada System of Higher Education, CSN, and the Board of Regents, and each of their respective agents and employees from and against any violation or alleged violation of any of the provisions of Chapter 338 of the Nevada Revised Statutes related to the Project.

8. The City shall provide all necessary building maintenance and security for the Project during and after Project construction, except as otherwise set forth in the Project Lease.

9. The City shall submit invoices to CSN monthly for allowable Project costs and expenses under the terms of the Grant. All such invoices shall include current and cumulative Project costs (including cost sharing), breakdown by major cost category, the Project number (07-79-07620), and certification, as required in 2 C.F.R. 200.415(a).

10. The City shall submit to CSN a final statement of cumulative Project costs incurred, including cost sharing, marked "FINAL" to CSN no later than sixty (60) days after Project completion (meaning the issuance of a certificate of occupancy for the Project by the appropriate governmental entity).

11. The City hereby acknowledges that: i) all payments to City from CSN, under the terms of the Grant, are provisional and subject to adjustment within the total estimated Project cost in the event such adjustment is necessary as a result of an adverse audit finding of Project costs, ii) CSN shall submit to the EDA requests for Grant disbursement no more often than once each calendar quarter, iii) CSN shall disburse the Grant proceeds, on a reimbursement basis only, to the City promptly upon CSN's receipt thereof from the EDA.

12. The City shall construct the Project in good faith in accordance with the following Project Development Time Schedule:

- a. Award Project architect and engineering contracts (as applicable) on or before October 11, 2021;
- b. Award Project construction contract(s) on or before March 31, 2024;
- c. Procure all necessary Project construction/grading permits on or before February 1, 2024;
- d. Submit all Project plans and specifications to CSN for approval on or before April 1, 2023;
- e. Submit all Project plans and specifications for governmental approval on or before June 1, 2023;
- f. Commence on-site Project construction on or before May 31, 2024;

- g. Commence Project grading/offsite and onsite improvements on or before May 31, 2024;
 - h. Commence vertical Project construction on or before August 31, 2024
 - i. Complete Project, in all material respects, on or before June 30, 2025;
 - j. Procure all required certificates of use and/or occupancy for the Project on or before June 30, 2025.
13. City submittals/actions required for Disbursement of Funds:
- a. The City shall provide CSN with evidence of good, clear and marketable title to the Property prior to September 1, 2023;
 - b. The City shall submit architecture and engineering inspection agreements to CSN for CSN's review and approval on or before June 29, 2022;
 - c. The City shall submit architecture and engineering inspection agreements to the EDA for EDA review and approval on or before October 1, 2021.
 - d. The City represents and acknowledges that it has submitted timely Form cd-450-/CD451 as required by Section 9 and Section 11 of the SAC.
 - e. The City represents and acknowledges that it has complied with the requirements of Section 12 of the SAC.
 - f. The City shall comply with Section 24 of the SAC relating to the "Architect/Engineer Agreement" for the Project, as provided therein.
 - g. The City shall comply with Section 25 of the SAC relating to the "Project Inspection Agreement" for the Project, as provided therein.

B. CSN'S OBLIGATIONS UNDER THE SAC:

CSN agrees, represents and acknowledges, as follows:

- 1. CSN shall reasonably cooperate with the City in the design of the classrooms, laboratories, offices, and meeting space necessary for the adequate education and entry-level skills training that will meet the needs of students served by the Westside Education & Training Center.
- 2. CSN shall reasonably cooperate with the City during the construction the Project and in the development of a Project Budget in sufficient detail to allow all Parties to comply with their duties under the SAC and this Agreement.
- 3. CSN shall provide the furniture, fixtures and equipment reasonably necessary for the completion of the Project and the delivery of the education and skills training provided through the Westside Education & Training Center.
- 4. CSN shall provide the administrative staff and teaching faculty for the education and skills training delivered through the Westside Education & Training Center.
- 5. CSN shall receive and distribute grants funds and file EDA financial reports as follows:

CSN submittals/actions required for Disbursement of Funds:

- 1. CSN shall complete SF-3881(ACH Vendor Payment Enrollment Form) prior to initial disbursement of Grant proceeds by the EDA;
- 2. CSN shall use SF-271(Outlay Report And Request For Reimbursement Form) to request from the EDA disbursements of Grant proceeds;

3. CSN shall submit to the EDA quarterly progress reports using EDA template, within thirty (30) days after each calendar quarter, as required by Section 10 of the SAC;

4. CSN shall submit to the EDA semi-annual Federal Financial Reports using (SF-425) no later than one hundred twenty (120) days following the Award End Date (defined in the SAC).

Project Reporting Requirements:

1. As required by Section 10 of the SAC, CSN shall timely Submit to the EDA a Quarterly Report and Semi-annual Federal Financial Report (SF-425), with quarterly reports to be submitted within thirty (30) days after quarterly periods ending March 31, June 30, Sept. 30, Dec. 31, and semi-annual reports to be submitted within thirty (30) days after March 31 and September 30 of each year.

2. CSN shall comply with the audit requirements set forth in 2 CFR 200.501 (which applies if the College will spend in excess of \$750,000 in Federal awards in the fiscal year in which this award is reimbursed.)

C. REPORTING/COMPLIANCE WITH THE SAC:

The respective Parties agree, represent and acknowledge as follows:

1. All Project contracts must be awarded prior to disbursement of any Grant proceeds. The Grant will be disbursed on a phased and reimbursement basis.

2. CSN shall complete and submit ACH form SF-3881 (ACH Vendor Payment Enrollment Form) to allow for the disbursement of Grant funds to CSN.

3. CSN shall utilize SF-271(Outlay Report and Request for Reimbursement Form) along with summary spreadsheet certification and all required supporting Grant documentation, along with all other documents, invoices, and contractor/subcontractor waivers.

4. EDA will disburse only up ninety percent (90%) of the Grant proceeds, subject to the SAC until the Project is completed and accepted by the EDA.

5. CSN shall make all reports under Section 30 of the SAC, three (3) years, six (6) years, and nine (9) years, respectively, after the Grant award date.

6. The City shall comply with Section 15 of the SAC of the Project, relating to "Construction Completion."

7. The City shall comply with Section 16 of the SAC in connection with the Project, relating to "Goals for Women and Minorities in Construction."

8. The City shall comply with Section 20 of the SAC, relating to "Procurement."

9. The City shall comply with Section 21 of the SAC, relating to "Evidence of Good Title" for the Property.

10. The City shall comply with Section 22 of the SAC, relating to "Real Property Reporting."

11. The City shall comply with Section 25 of the SAC, relating to "Buy American Preferences" for the Project.

12. The City shall comply with Section 26 of the SAC, relating to "Archaeological and Historical Resources."

13. The City shall comply with Section 27 of the SAC, relating to "Hazardous or Toxic Séances" on or around the Project.

14. The City shall comply with Section 28 of the SAC, relating to the “Migratory Bird Treaty Act.”

15. The City and CSN shall comply with Section 29 of the SAC.

III. TERM

This Agreement shall remain in full force and effect throughout the period of time required for the construction of the Project and closeout of the EDA grant, or February 4, 2026, whichever is earlier, provided, however, that the warranties and representations set forth herein shall survive the termination of this Agreement.

IV. FURTHER TERMS OF UNDERSTANDING:

A. **Liability.** Each Party shall indemnify and hold harmless the other Party from all claims and liability, including, but not limited to, liability for loss of Grant funding, because of the other Party’s violation of the terms of this Agreement or SAC. In no event shall the language herein constitute or be construed as a waiver or limitation of the Parties’ 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.

B. **Names and Logos.** The City shall not use the name “Nevada System of Higher Education” or “CSN” or the seals, marks, logos, or other related name in the performance of its obligations under this Agreement without the prior, written consent of CSN. Notwithstanding the foregoing, the City may use the names Nevada System of Higher Education, CSN, and/or its logo in factual descriptions of the Project used to meet its obligations under this Agreement, the Lease or any other implementing agreement.

CSN shall not use the City’s logo without the prior, written consent of the City, whose consent shall not be unreasonably withheld.

C. **EDA Approval.** The Parties agree to submit this Agreement to EDA, after execution by all Parties hereto, and to promptly notify EDA of any changes hereto.

D. **EDA Documents.** The Parties agree and understand that the EDA grant application forms and award documents related to the Grant, and all applicable statutes and regulations bind them.

E. **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 as listed in the first paragraph of this Agreement; or (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx to the address listed in the first paragraph of this Agreement. 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.

F. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof.

G. **Assignment.** Neither party may neither assign nor transfer its responsibilities or obligations herein without the prior written consent of the non-assigning party, whose consent may be withheld in its sole discretion.

H. Prior Understandings. This Agreement constitutes the entire agreement between the Parties relating to the Project and supersedes all prior or simultaneous representations, discussions, negotiations, or agreements concerning the Project, whether written or oral.

I. 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.

J. 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 agency 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 agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

K. 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.

L. 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.

M. 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.

N. 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. 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.

O. 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.

JOINT GRANT MANAGEMENT AGREEMENT

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS
"CITY"

By: _____
Carolyn G. Goodman, Mayor


Date: _____

Attest:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

Dimitri P. Dalacas
Deputy City Attorney

By:  4/17/2024
Deputy City Attorney Date

City Council Action: _____, 2024—Item No. _____

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JOINT GRANT MANAGEMENT AGREEMENT

Signature Page

BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION, ACTING ON BEHALF
OF THE COLLEGE OF SOUTHERN NEVADA
"CSN"

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

By: Debra L. Pieruschka

Printed Name: Debra L. Pieruschka

Title: Vice President & General Counsel

Date: 04-17-2024