

RESOLUTION NO. 4372
(Support of UNLV Metropolitan Planning Program)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, CLARK COUNTY, NEVADA ADOPTING AND APPROVING AN ACADEMIC COOPERATION AGREEMENT WITH BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA LAS VEGAS ("UNLV") TO ESTABLISH AND SUPPORT A GRADUATE LEVEL PROGRAM IN METROPOLITAN PLANNING ("PROGRAM") AND PROVIDE TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) PER YEAR TO FUND THE VISITING PROFESSOR POSITION IN THE PROGRAM FOR A PERIOD OF TWO YEARS FOR A TOTAL OF FIFTY THOUSAND DOLLARS (\$50,000.00).

WHEREAS, the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the "City"), is authorized under NRS 268.028.1 to expend money for any purpose that will provide a substantial benefit to the inhabitants of the City, including but not limited to donating funds to a nonprofit organization created for educational purposes; and

WHEREAS, UNLV is an agency of the State of Nevada and a nonprofit organization founded for educational purposes; and

WHEREAS, UNLV is leading an educational initiative to create a new Graduate Certificate Program in Metropolitan Planning overseen by the UNLV Provost Office, anticipated to commence in August 2020; and

WHEREAS, City and its inhabitants will benefit from the creation of the Program through having an educated applicant pool aware of issues related to local and regional planning, including zoning and land use, transportation, housing, economic development, environmental planning, urban design, public policy, community engagement, growth management planning, geographic information system, and historic preservation; and

WHEREAS, City desires to enter into the Academic Cooperation Agreement for Metropolitan Planning Program ("Agreement") and to provide financial support for the Program in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) specifically to assist in funding a new Visiting Professor position in Metropolitan Planning, pursuant to the terms of the Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada that:

SECTION 1. The City Council finds that the support of the Program would provide a substantial benefit to the public and is in the best interest of the public.

SECTION 2. The City Council hereby approves the Academic Cooperation Agreement for Metropolitan Planning Program with UNLV to establish and support the Program and provide Fifty Thousand dollars (\$50,000.00) to fund the visiting professor position in the Program attached hereto as Exhibit "A", consisting of ten (10) pages, which is by reference incorporated herein and made a part of this Resolution.

SECTION 3. The City will contribute Fifty Thousand and no/100 Dollars (\$50,000.00) to be paid in two equal installments as further specified in the Agreement.

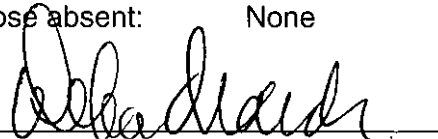
SECTION 4. The City further authorizes the City Manager/CEO to sign the Agreement and all exhibits and attachments thereto and take such other actions as may be necessary or appropriate to effectuate the purpose of this Resolution.

SECTION 5. This Resolution is effective upon adoption.

PASSED, ADOPTED, AND APPROVED THIS 17TH DAY OF DECEMBER, 2019, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:
Debra March, Mayor
Councilmembers:
John F. Marz
Michelle Romero
Dan K. Shaw
Dan H. Stewart

Those voting nay: None
Those abstaining: None
Those absent: None


Debra March, Mayor

ATTEST:


Sabrina Mercadante, MMC, City Clerk

Exhibit A

Academic Cooperation Agreement for Metropolitan Planning Program

[Please see the attached pages.]

ACADEMIC COOPERATION AGREEMENT FOR METROPOLITAN PLANNING PROGRAM

This Academic Cooperation Agreement for Metropolitan Planning Program (this "**Agreement**") is made and entered into this ___ day of _____, 2019 (the "**Effective Date**"), by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("**City**"), with offices at 240 South Water Street, Henderson, NV 89009-5050, Attn: Assistant Director of Community Development and Services, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, a public agency of the State of Nevada ("**UNLV**"), with offices at 4505 South Maryland Parkway, Las Vegas, NV 89154-1055, Attn: Executive Director of Sponsored Programs. Both the City and UNLV may be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

- A. City is authorized under NRS 268.028.1 to expend money for any purpose that will provide a substantial benefit to the inhabitants of the City, including but not limited to donating funds to a nonprofit organization created for educational purposes;
- B. UNLV is an agency of the State of Nevada and a nonprofit organization founded for educational purposes, and is authorized pursuant to NRS 396.380 to accept the City funding and comply with the terms of this Agreement; and
- C. UNLV is leading an educational initiative to create a new Graduate Certificate Program in Metropolitan Planning overseen by the UNLV Provost Office, anticipated to commence in August 2020 (as such program is more particularly described herein, the "**Program**"); and
- D. City and its inhabitants will benefit from the creation of the Program through having an educated applicant pool aware of issues related to local and regional planning, including zoning and land use, transportation, housing, economic development, environmental planning, urban design, public policy, community engagement, growth management planning, geographic information system, and historic preservation.
- E. City agrees to provide financial support for the Program in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "**Funding Amount**") specifically to assist in funding a new Visiting Professor position in Metropolitan Planning to contribute to the Program according to the job description attached hereto as Exhibit A (the "**Position**"); and
- F. The Parties desire to enter into this Agreement for the purposes set forth herein and to establish their respective rights and obligations in connection with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

A. TERM AND TERMINATION

1. This Agreement shall be effective for a period of three (3) years from the Effective Date (the "Term").
2. This Agreement may be terminated by UNLV during Term by sending written notice of termination to the City, effective thirty (30) days from the date of such notice, together with reimbursement of any portion of the Funding Amount not spent pursuant to the terms of this Agreement as of such termination date. This Agreement may be terminated by the City upon thirty (30) days' notice to UNLV.

B. SCOPE OF COOPERATION BETWEEN THE PARTIES

1. The City shall participate in the selection process to fill the Position.
2. The City shall participate in the development of the academic curriculum for the Program (as described herein, the "Curriculum"), which will provide students enrolled in the Program a solid foundation in metropolitan planning to prepare them for a wide range of careers in the public, private and non-profit sectors. The Curriculum shall cover academic disciplines in the field of city and regional planning including, but not limited to, zoning and land use, transportation, housing, economic development, environmental planning, urban design, public policy, community engagement, growth management planning, geographic information system and historic preservation.
3. The Parties may work collaboratively in the programming of the Nevada Chapter of the American Planning Association State Conference for 2020, scheduled to be held October 6 & 7, 2020. Collaborative activities may include, but are not limited to: identification of sessions for UNLV faculty and students to present research projects; conference promotion on campus to recruit participants and speakers; and the use of UNLV facilities such as meeting spaces and conference rooms to host the conference, as appropriate.
4. The Parties agree to exchange experience and information on topics related to city and regional planning, pedagogy, organization and content of instruction, and the training of faculty and students in the Program, as appropriate.
5. The Parties agree to exchange research papers, teaching materials, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievement of collaboration between both Parties. The Parties also agree to reasonably cooperate in mutually beneficial public relations and advertising efforts regarding the Program and the Position and the City's sponsorship and involvement in the same.
6. UNLV agrees to consider City staff for guest speaker and guest lecturer opportunities to enhance the practical-academic collaboration on the UNLV campus and in the community.
7. The Parties may undertake joint academic research activities, including, but not limited to, a joint academic conference, a capstone project, urban design lab, tactical urbanism, joint publication of research, and other similar projects as appropriate. The Parties may make available faculty members, students, staff, facilities, and other resources, as appropriate, for the execution of

agreed joint academic research.

C. INTERNSHIP PROGRAM AND UNLV RESPONSIBILITIES

1. The Parties agree that experiential learning will be an important component to the Program and agree to collaborate in developing a volunteer program (the “**Internship**”), whereby certain of UNLV’s students enrolled in the Program, as initially selected by UNLV and then approved the City (each, an “**Intern**”), may obtain practical experience at the City of Henderson to complement their education through the Program. The total number of Interns per semester will be determined by mutual agreement of the two parties. The Parties acknowledge and agree that the Internship would benefit both Parties and ultimately provide improved services to the Henderson community by creating a talent pipeline for future job opportunities locally.
2. Nothing herein shall obligate the City to hire any Intern or to provide compensation to any Intern enrolled in the Internship nor shall the City guarantee employment to any intern in connection with the Internship.
3. Any Intern enrolled in the Internship shall, as a condition to entry into the Internship, be required to execute any documentation and satisfy any training required by the City’s human resources department. Any Intern may be removed from the Internship and from City of Henderson premises at any time in the City’s sole discretion without any liability or recourse under this Agreement. Interns will abide by the rules and regulations formally documented by such Parties.
4. UNLV shall ensure, through qualified faculty and curriculum that each Intern is adequately prepared to benefit from his or her placement in the Program. An Intern’s preparedness shall be measured by (i) academic performance indicating an ability to understand what the Intern will observe and perform while participating in the Internship, (ii) an appreciation of the nature and significance of the City work that the Intern will observe and perform, and (iii) the Intern’s disposition and conduct as appropriate for the setting. Students participating in an Internship must maintain academic enrollment in the Program for the duration of the internship.
5. Prior to the commencement of their Internship, UNLV shall ensure that all Interns and faculty members involved in the Program become familiar with and are instructed that they must adhere to all applicable legal requirements as well as the City’s rules, employment standards, procedures and code of ethics. UNLV agrees to indemnify, defend and hold harmless the City from and against any liability (including reasonable attorney’s fees and costs) associated with any Intern or the Internship, other than that caused by the negligence of the City or any of its agents, employees, representatives or officials. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

D. CITY RESPONSIBILITIES

1. The City agrees to pay the Funding Amount to UNLV for the express purpose of contributing to the salary of the individual chosen to fill the Position. Payment of the Funding Amount will be in two equal installments of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per year. The first installment shall be paid within five (5) business days of the Effective Date with the second to be paid upon the first anniversary of the Effective Date. Nothing herein shall be deemed to imply or be construed as obligating the City to expend any funds beyond this amount in

furtherance of this Agreement.

2. The City shall appoint a coordinator to represent it with respect to this Agreement by notice in compliance with Section F.3 below.

E. OTHER UNLV RESPONSIBILITIES AND REPRESENTATIONS

1. UNLV represents and warrants to the City that it has the power and authority under its governing documents and applicable law to create the Position and to fund the Program and that nothing herein with conflict with any such governing documents or applicable law.
2. UNLV shall use the Funding Amount to pay the salary of the individual chosen to fill the Position and for that purpose alone. UNLV shall create the Program and fill the Position during the first (2) years of the term of this Agreement. If UNLV has not met this obligation, the City may, within six (6) months of such failure, send UNLV a demand for repayment of the Funding Amount. UNLV shall thereafter refund the Funding Amount to the City in immediately payable funds within thirty (30) days of receipt of such notice. In the event the City must pursue legal action to recover the Funding Amount under this Section, UNLV shall reimburse the City's reasonable attorney's fees and costs associated with such collection effort. Such reimbursement shall be in immediately available funds payable within thirty (30) days of the adjudication of any court action filed with respect hereto. The remedy in this Section shall survive the expiration or earlier termination of this Agreement.
3. UNLV shall design the Curriculum with the goal of obtaining accreditation for the Program within a reasonable time in the future, once it has established an approved Master's degree program.
4. UNLV shall maintain, at all times during the term of this Agreement, accreditation as an educational institution. UNLV shall promptly notify the City of any adverse change in its accreditation status. If such status changes, UNLV shall be responsible for refunding the Funding Amount to City within thirty (30) days of the date of UNLV's notice.
5. UNLV shall appoint a coordinator to represent it with respect to this Agreement by notice in compliance with Section F.3 below.

F. MISCELLANEOUS TERMS

1. Each Party represents and warrants to the other Party that it has full authority to enter into this Agreement and the terms hereof do not violate the provisions of any existing contracts to which it is a party.
2. The coordinators appointed pursuant to Sections D.2 and E.5 shall coordinate, and by mutual agreement, resolve logistical matters not specifically provided for in this Agreement. Any decision that requires an amendment or modification to this Agreement shall be in the form of a written instrument signed by the representatives of the Parties who executed this Agreement.
3. All notices or other communications required to be given under this Agreement shall be in writing and either delivered: personally; by a recognized national courier; or by certified mail (postage prepaid, return receipt requested) and addressed to the other party at the address set forth in

the opening paragraph hereto. Such required notice or other communication shall be deemed to have been received by the Party to whom it was addressed (1) when delivered, if delivered personally; (2) on the date officially recorded as delivered or refused according to the record of delivery, if delivered by courier; or (3) on the third (3rd) business day, if mailed by certified mail. A Party may change its contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

4. This Agreement is not assignable by either Party.
5. This Agreement may be executed in counterparts and/or electronically, each of which shall be deemed to be an original instrument but all of which together shall constitute one agreement.
6. In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
7. No joint venture is contemplated or established hereby, and neither of the parties hereto shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.
8. This Agreement is intended to benefit only the Parties, shall not be deemed to be for the benefit of any entity or person who is not a Party, and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.
9. 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 laws provisions. Each Party 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.
10. Time is of the essence as to each and every provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

Date of City Council Approval: _____, 20__

CITY:

CITY OF HENDERSON,
a municipal corporation and political subdivision of the State of Nevada

By: _____
Richard A. Derrick
City Manager/CEO

APPROVED AS TO FORM:

ATTEST:

By: _____
Nicholas G. Vaskov
City Attorney

By: _____
Sabrina Mercadante, MMC
City Clerk

APPROVED AS TO FUNDING:

APPROVED AS TO CONTENT:

By: _____
Jim McIntosh
Chief Financial Officer

By: _____
Michael Tassi
Director of Community Development

(Signatures continue onto the following page)

UNLV:

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


By:  12/31/19
Lori M. Ciccone
Executive Director, Sponsored Programs, UNLV

EXHIBIT A
JOB DESCRIPTION

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| POSITION TITLE | The University of Nevada, Las Vegas invites applications for the position of Visiting Professor of Metropolitan Planning - Search Number: R-XXXXX (to be added later) |
| PROFILE of the UNIVERSITY and SCHOOL | <p>Founded in 1957, UNLV is a doctoral-degree-granting institution comprised of approximately 31,000 students and more than 3,900 faculty and staff. To date, UNLV has conferred more than 136,000 degrees, producing more than 120,000 alumni around the world. UNLV is classified by the Carnegie Foundation for the Advancement of Teaching as an R1 research university with very high research activity. The university is committed to recruiting and retaining top students and faculty, educating the region's diversifying population and workforce, driving economic activity through increased research and community partnerships, and creating an academic health center for Southern Nevada that includes the launch of a new UNLV School of Medicine. UNLV is located on a 332-acre main campus and two satellite campuses in Southern Nevada. For more information, visit us online at: http://www.unlv.edu</p> <p>The School of Architecture (SoA) (http://www.unlv.edu/architecture) is housed within the College of Fine Arts at the University of Nevada Las Vegas. The SoA offers professional degree programs in architecture, landscape architecture, and interior architecture & design. The school serves over 500 students whose professional development is supported by a diverse faculty with research strengths in areas such as: urban design, hospitality architecture, sustainability, evidence-based design, housing, design+build, landscape urbanism, community-development, building science, urban history and theory, digital fabrication and computational design. The School of Architecture's faculty is committed to contributing to the Carnegie distinction of an "R1-Research University/Very High" institution. The School actively supports the regional infrastructure that Nevada needs for a socially and environmentally sustainable future.</p> |
| ROLE of the POSITION | <p>The UNLV School of Architecture invites applications for the position of Visiting Professor of Metropolitan Planning. A new Graduate Certificate program in Metropolitan Planning is currently in preparation and the successful candidate is expected to make significant contributions to the development of the program. Graduates of the program will be prepared to make a seamless transition into a new era of urban design thinking and to successfully engage in the practice of providing professional urban design and planning services. The programs of the SoA respond to the increasingly complex needs of populations diverse in age, abilities, and cultural backgrounds that can be creatively addressed with innovative urban policy and design strategies. The School of Architecture's faculty is committed to contributing to the Carnegie distinction of a "R1-Research University/Very High". The appointee is expected to make significant contributions to metropolitan planning and sustainable urbanism in Southern Nevada and Las Vegas and bring in new ideas and vision to help further develop and strategize the urban future of this fast-growing region. This is a 9-month Visiting Professor position funded for 2 years, which will begin in March 2020, or later. The position is jointly funded by the RTC of Southern Nevada, City of Henderson, and UNLV's School of Architecture (funding partners). Candidates will be crossing the boundaries between Urban Design, Landscape Architecture, and Metropolitan/Urban Planning. The candidate will contribute significantly to the school's teaching and research portfolios in the area of urban design and metropolitan planning; and should be creatively focused with design-based expertise</p> |

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| | <p>in sustainability, environmental design and urbanism. The successful candidate will be expected to:</p> <ul style="list-style-type: none"> • function effectively across disciplines integral to Metropolitan Planning and Urban Design; • lead highly creative design activities, studios, and provide advice to the funding partners; • productively engage teaching and research in at least two of the following areas: site planning, urban infrastructure, green urbanism, hospitality urban design, urban history and theory of city design, urban studies and policy, housing, transportation management, research methods, land-use, and urban economics; • advise the RTC of Southern Nevada and City of Henderson in areas including walkable smart communities, land development patterns, TOD, and strategies for mixed-use high density. • participate in the continuing development of the program at UNLV; and be a strong and forward-looking advocate of progressive urban design thinking. |
| REQUIRED QUALIFICATIONS | <p>This position requires:</p> <ul style="list-style-type: none"> • possession of terminal degree with at least one graduate level degree being in a related design field; • demonstrated proficiency in industry-standard digital design media, geospatial analysis, such as GIS for planners; • one year or more of academic experience; • minimum of three-year professional experience; • demonstrable capacity for leadership commensurate with the appointment as Visiting Professor; • effective teaching that integrates a Teaching-Research-Nexus; • building research collaborations between the school and the funding partners; • publish in in high-quality journals; • provide effective advice on urban issues to cities and governments; • candidate to effectively contribute to at least one of the theme-based research labs, see: https://www.unlv.edu/architecture/research-innovation <p>and effective teaching within a curriculum which emphasizes evidence-based sustainable urban design.</p> |
| PREFERRED QUALIFICATIONS | <ul style="list-style-type: none"> • a Ph.D. degree; • record of externally funded research or practice-based research and creative works; • significant experience in the professional practice of metropolitan planning and urban design; • familiarity with planning methods and policies in the US; <p>and candidate represents an independent position within current urban design discourse and has developed solid expertise in an area of urban design/metropolitan planning of walkable smart communities, mixed-use high density, urban transformation, and transit-oriented development.</p> |
| SALARY RANGE | <p>Salary is competitive with those at similarly situated institutions. The position is contingent upon positive impact and funding.</p> |
| APPLICATION DETAILS | <p>Submit a letter of interest that describes qualifications and experience, with specific reference to each of the required and preferred criteria. Particular emphasis should be given to the candidate's approach to urban design, city research, metropolitan planning practice, and teaching; a detailed</p> |

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| | <p>curriculum vitae listing relevant qualifications and experience; the names, addresses, and telephone numbers of at least three professional references that may be contacted; and a portfolio of selected professional and student work (max 10 page PDF).</p> <p>Although this position will remain open until filled, review of candidates' materials will begin on January 1, 2020 and best consideration will be gained for materials submitted prior to that date. Application materials should be addressed to Assistant Professor Phillip Zawarus, Search Committee, and are to be submitted via on-line application at https://hrsearch.unlv.edu. For assistance with UNLV's on-line applicant portal, contact UNLV Employment Services at (702) 895-3504 or applicant.inquiry@unlv.edu.</p> <p>The appointment will commence with a desired start date in March 2020 or later (exact time to be confirmed).</p> |
| <p>REQUIRED EEO/AA STATEMENT</p> <p>Where cost is a material factor, the abbreviated statement can be used in lieu of the preferred complete statement.</p> | <p>UNLV is an Equal Opportunity / Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. The University of Nevada, Las Vegas employs only United States citizens and non-citizens lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.</p> |