

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the 2nd day of December, 2009, by and between the CULINARY WORKERS UNION (the "CWU"), and the CITY OF LAS VEGAS (the "City"), and LAS VEGAS REDEVELOPMENT AGENCY (the "RDA"). CWU, RDA, and the City are sometimes referred to herein collectively as the "Parties."

RECITALS

A. The City has plans for development of a new City Hall to provide a catalytic impact on the redevelopment of downtown Las Vegas by stimulating the redevelopment of over 45 acres of property, thus creating approximately 13,000 jobs and an estimated \$15 – 20 million in new incremental property tax revenues;

B. The RDA is actively involved in the redevelopment of the urban core of downtown Las Vegas, with the end goal of creation of new jobs and enhancing property values and the quality of life for RDA area residents and the citizens of the City, and to continue expansion of RDA initiatives into other blighted areas of the City to do the same;

C. The CWU, City, and indirectly RDA have been involved in disagreements about the future of the City Hall project, redevelopment and other matters, and all parties believe it in their mutual best interests to reach agreement in an amicable and positive manner, such that the parties may mutually support each other in key endeavors such as the City Hall project and labor peace agreements so that economic expansion may continue to the benefit of workers and citizens in the City of Las Vegas

NOW, THEREFORE, in consideration of the foregoing recitals, the CWU, RDA and the City agree to memorialize their understandings as follows:

- 1.1. **Create a Citizens Advisory Committee to the Redevelopment Agency.** The City of Las Vegas will establish a Citizens Advisory Committee ("the Committee") to provide input on the Redevelopment Agency's proposed projects and programs. In addition, the Committee will have the power to recommend programs and projects to the Agency for its consideration. The Committee will meet monthly, and the composition should include residents, stakeholders and other parties with a strong interest in redevelopment.
- 1.2. **Plan Future Expansions of the Redevelopment Area or New Redevelopment Areas with an Emphasis on Neighborhood Stabilization.** The City and RDA will evaluate future expansion of the existing RDA area or new RDA areas, or new RDA's, with an emphasis on areas where blight exists such that current neighborhoods are at risk of decay, further deteriorating property values and tax revenues to recipients of existing property taxes such as the Clark County School District. The City will work with the Clark County School District to create a mechanism of support to further educational endeavors that have a nexus with new redevelopment areas and subsequent planned redevelopment projects when financially feasible.
- 1.3. **Enact a Labor Peace Ordinance.** City and RDA are involved in a variety of projects in which a labor dispute could adversely impact the financial interests of the City in a project (e.g. where the City sells or leases land, or provides financing or financial incentives to a developer). While prevailing wage laws protect the City against labor disputes during the construction phase of a project, there are no protections for the City

during the operational phase. Following the example of other cities around the country, such as the City of Pittsburgh, Pennsylvania, and as a condition precedent to this MOU becoming effective, the City will introduce a labor peace ordinance and shall adopt the ordinance by June 30, 2010 that applies to large hospitality projects. The labor peace ordinance will require that for gaming hospitality projects where the City has a financial and proprietary interest, the developer must obtain a labor peace agreement with an appropriate union. The labor peace agreement prohibits the union from striking or picketing a specific project.

- 1.4. **Living Wage Study and Public Input Process.** City will provide funding of \$25,000 and work with CWU in commissioning a living wage study to be completed no later than September 30, 2010 which objectively analyses the costs and benefits of requiring that living wages be paid by employers in projects that receive public subsidies or incentives. The findings of the study will be presented for public input in a public hearing held by the Las Vegas City Council on the matter.
- 1.5. **City Hall Financing a Redevelopment Priority.** The City and RDA agree to make the financing of city hall a priority for the use of sale proceeds of land and tax increment financing on future projects within the RDA, so long as the existing debt, contractual, and operational obligations of the City and RDA are undisturbed.
- 1.6. **CWU Refrains from Further Referenda/Lawsuits.** The CWU and its principals, agents and officers agree to refrain from pursuing any further lawsuits, initiatives or referenda regarding opposition to city hall, the RDA or related matters. Any prior demands, threatened or pending litigation, including, but not limited to any unfiled complaints against the City ("Claims"), have been and are withdrawn and will not be pursued by CWU and its principals, agents and officers..
- 1.7. **Term of Agreement.** The term of this Agreement is five years from the date of execution, but may be extended by mutual agreement in writing among the parties for two additional extension terms of two years each.
- 1.8. **CWU and City Cooperation in State Legislative Efforts.**
 - (a) The CWU recognizes that redevelopment of downtown and near-downtown areas of the City is essential to the City's long-term health. Redevelopment issues are inherently complex and involve many competing financial, social, and legal issues. These issues requiring an integrated, balanced approach that could be disrupted by legislative efforts that are not coordinated with, and might even contradict, the plans made by those responsible for redevelopment efforts in consultation with core constituencies.
 - (b) The City acknowledges the CWU as one of those core constituencies. The CWU's offices are located in the City in an area that will be affected by redevelopment plans and its members are the largest organized group of people who work in the City in areas slated for redevelopment. Also, many of the CWU's members live in the City and form one of the largest organized groups of City residents.
 - (c) In consideration of the undertakings made by the City in this Agreement to broaden the process of consultation about redevelopment, the CWU will take a position of neutrality in regard to legislative action affecting the redevelopment projects, except to the extent that the City and the CWU

mutually agree that the CWU's involvement in legislative matters will further the interests of a balanced and successful redevelopment process.

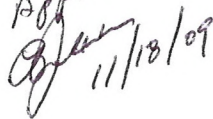
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first above written.

CULINARY WORKERS UNION:

By: 
Name: D.R. TAYLOR
Title: Secretary Treasurer

CITY:

CITY OF LAS VEGAS
a Nevada municipal corporation

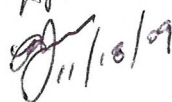
Approved

11/18/09

By: 
Name: OSCAR GOODMAN
Mayor

ATTEST:

By: 
Name: BEVERLY BRIDGES
Clerk

LAS VEGAS REDEVELOPMENT AGENCY:

Approved

11/18/09

By: 
Name: OSCAR GOODMAN
Chairman

ATTEST:

By: 
Name: BEVERLY BRIDGES
Secretary