

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE CITY OF LAS
VEGAS TO PROVIDE FUNDING FOR THE OPERATIONS AND MAINTENANCE OF
THE REED WHIPPLE CULTURAL CENTER**

This Interlocal Agreement ("Agreement") is made and entered into this 5TH day of May, 2010, by and between the City of Las Vegas Redevelopment Agency (the "RDA") and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City"). The City and RDA are individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the City owns and operates the real property and improvements located at 821 Las Vegas Boulevard North, Las Vegas, Nevada, commonly known as the Reed Whipple Cultural Center (the "Center"); and

WHEREAS, the RDA adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (collectively the "Redevelopment Plan"); and

WHEREAS, NRS 277.180 provides that any one or more public agencies may 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, the City has determined that as a result of budget reductions that it is currently not feasible for the City to continue to fund the entire cost of operating the Center; and

WHEREAS, the RDA has determined that it is in the best interests of the community and the mission of the RDA to provide funding to maintain the Center in operation for the general benefit of the community as further described below; and

WHEREAS, the City is willing to accept such funding and to maintain the Center in operation on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained, the Parties hereby agree as follows:

Section 1 – Term and Purpose

1.1 Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of one (1) year period commencing on July 1, 2010 and ending June 30, 2011. The term of this Agreement may be extended for two (2) one (1) year periods each by mutual Agreement of the Parties. Any such extension will be contingent on a formal appropriation by the board of the RDA. The effective date of this Agreement shall be the date the Agreement has been executed by the parties.

1.2 The Parties agree that this Agreement is in the best interests of the Parties and for the community in general by enabling the continuation of cultural programs at the Center including the Youth Orchestra funded by the Clark County School District.

Section 2 – Center Funding

2.1 The RDA agrees to fund up to a maximum amount of \$372,695.00 to fund the operation of the Center during the term of this Agreement. The RDA shall disburse its funding in equal quarterly installments commencing July 1, 2010 through June 30, 2011. The City agrees to pay for all other costs and expenses required for the operation of the Center during the term of this Agreement.

2.1 The RDA's obligation to pay the funding shall be subordinate to all existing and future indebtedness and other financial obligations of the RDA for borrowed money whether evidenced by bonds, notes or Agreements (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations".) The RDA hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b) after payment of the Superior Lien Obligations. The lien of

the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

Section 3 – Operation of the Center

3.1 Attached to this Agreement as Schedule 1 is a plan setting forth the operating hours, staffing, programming and budget for the operation of the Center during the term of this Agreement (collectively referred to as the “Operating Plan”). The City agrees to operate the Center in compliance with the Operating Plan. The City agrees that the RDA shall have no obligation whatsoever for the operation and/or maintenance of the Center except for the provision of the funding as set forth in Section 2.1 above.

Section 4 – Miscellaneous

4.1 Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the RDA:	City of Las Vegas Redevelopment Agency 400 Stewart Avenue, 2 nd Floor Las Vegas, Nevada 89101 Attention: Operations Manager
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If to the City:	City of Las Vegas Office of Business Development 400 Stewart Avenue, 2 nd Floor Las Vegas, NV 89101 Attention: Bill Arent, Director
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With a copy to:	City of Las Vegas Office of Cultural Affairs Historic Fifth Street School 401 S. 4 th Street Las Vegas, NV 89101 Attention: Nancy Deaner, Director
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4.2 This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement.

4.3 If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

4.4 No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party may have.

4.5 Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

4.6 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

4.7 This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

4.8 If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

4.9 This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same Agreement.

4.10 By approving and executing this Agreement, the City has authorized and consented to the undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

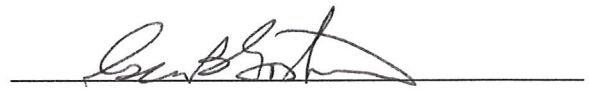
IN WITNESS WHEREOF, the Parties caused this Agreement to be executed on the day and year first written above.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY



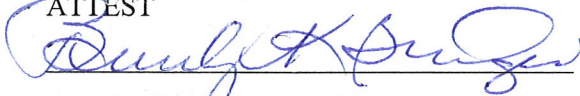
Elizabeth N. Fretwell, Executive Director

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor

ATTEST



Beverly K. Bridges, MMC
Secretary

ATTEST



Beverly K. Bridges, MMC
City Clerk

Approved as to Form:



SCHEDULE 1

Operating Hours:

Monday	4:00 pm to 9:00 pm
Tuesday	3:00 pm to 9:00 pm
Wednesday – Friday	2:30 pm – 9:00 pm
Saturday	8:30 am – 5:00 pm
Sunday	closed

Staffing Plan:

Eight (8) hourly staff instructors to teach summer camp

Four (4) hourly staff assistants as summer camp counselors

Two (2) hourly staff persons to administer year-round operations for the Center.

Programming Plan:

The Arts Camp will run from June 7 – July 10. It starts at 7:00am and ends at 6:00pm. Staff coverage includes full time staff, camp counselors and instructors.

<u>T.A.C.</u> –	Hourly Wages and Benefits:	\$27,600
	Service and Supplies:	\$ 2,400
	*FTE Salary and Benefits:	<u>\$13,515</u>
	Total for 2010 TAC:	\$43,515

Las Vegas Youth Orchestra

Wednesday	3:00 pm - 8:30 pm *
Thursday	3:00 pm - 8:30 pm *
<u>Thanksgiving week</u>	
Tuesday	3:00 pm - 8:30 pm *
Wednesday	3:00 pm - 8:30 pm *

Occasionally a Tuesday during testing weeks, or a Friday for special concert preparations.

Rainbow Company

CLASSES

Monday	5:00 pm - 9:00 pm
Tuesday	7:00 pm - 8:30 pm
Saturday	9:00 am - 11:00 am

When in Production/During Shows rehearsals and crew calls are in the late afternoon and evenings. Crew calls are generally 3pm-6pm or 4pm-6pm in the afternoons on week days, and rehearsals are 6:00 – 9:00 pm Tuesday -Friday and Saturday 1:00 – 5:00 pm.
classes are from 9:00 - 11:00 am RWCC

Neon Museum

Currently, offering tours on Fridays at 2:00 pm and Saturdays at 12:00 pm and 2:00 pm.

When re-open full-time in late summer (September 1), tours will be Tuesday through Saturday twice daily, once at 12:00 pm and once at 2:00 pm. Visitors often beginning arriving at 11:00 am with everyone gone by 4:00 pm. Programming budget for the Neon Museum is the responsibility of the non-profit Board of Directors.

***Proposed work hours for all groups. Facility will be open only to the above mentioned user groups and their audiences once TAC camp is finished on July 10.

Budget:

Year Round Coverage hourly staff: Based on the center being open 26 hrs per week for 52 weeks

Hourly Staff Rate: \$14.35 per hour X 1352 hrs (Entire Year)
 = \$19,400 + 15% Benefits
 = \$22,311

Facility Cost Based on FY10: \$372,695*

Alarm: \$11,400

Rainbow Company Total Budget: \$498,517 - Please note: in addition to Reed Whipple,
Rainbow Company programs are at other city facilities and in the Clark County School District.

*Personal Liability \$ 30,431.87

Rent \$ 26,061.57

Utilities & Facilities Management \$316,201.50

TOTAL \$372,694.94