City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS – 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
AGENCY MEMBERS: OSCAR B. GOODMAN, CHAIRMAN (At-Large)
GARY REESE, VICE-CHAIRMAN (Ward 3), STEVE WOLFSON (Ward 2)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
June 15, 2011
8:30 AM

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of June 1, 2011

4. Discussion and possible action regarding an Exclusive Negotiation Agreement (ENA) between PH, LLC, and the City of Las Vegas Redevelopment Agency (RDA) to undertake a due diligence inquiry as to the feasibility of developing a Class A office building on property owned by the RDA located at 408 East Clark Avenue and 500 South Las Vegas Boulevard, Las Vegas, Nevada (APNs 139-34-303-002 and 139-34-311-152) - Ward 3 (Reese)

5. Discussion and possible action regarding an Interlocal Cooperative Agreement between the City of Las Vegas, Nevada, and the City of Las Vegas Redevelopment Agency (RDA) to transfer to the City 60 percent of the Agency Share of Real Estate Taxes in connection with the Metroplex, located at 404 South Martin L King Boulevard, that are distributed to and received by the RDA and finding it is of benefit to the Redevelopment Area and the immediate neighborhood ($23,864,671 – RDA Special Revenue Fund) (APN 139-33-202-009) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 72]

6. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

7. AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of June 1, 2011

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion and possible action regarding an Exclusive Negotiation Agreement (ENA) between PH, LLC, and the City of Las Vegas Redevelopment Agency (RDA) to undertake a due diligence inquiry as to the feasibility of developing a Class A office building on property owned by the RDA located at 408 East Clark Avenue and 500 South Las Vegas Boulevard, Las Vegas, Nevada (APNs 139-34-303-002 and 139-34-311-152) - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Developer approached city staff requesting an ENA for the RDA owned parcels located at 408 E. Clark Avenue and 500 S. Las Vegas Boulevard to purchase the property and develop a Class A office building of not less than 65,000 sq/ft leased to professional, business and government users for administrative and executive offices and to negotiate exclusively the terms of a Disposition and Development Agreement subject to all RDA approvals.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Exclusive Negotiation Agreement

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "Agreement") is entered into this _____ day of ____________, 2011, by and between the City of Las Vegas Redevelopment Agency, a public body organized and existing under the community development laws of the State of Nevada (hereinafter "RDA"), and PH, LLC, a Nevada limited liability company (hereinafter "PH"), on the terms and provisions set forth below. RDA and PH may be referred to herein singularly as a "Party" and collectively as the "Parties". This Agreement shall be effective on that date (the "Effective Date") which the City of Las Vegas Redevelopment Agency Board ("RDA Board") and the City Council of the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City") approves the execution of this Agreement by the RDA.

WHEREAS:

A. The RDA is the owner of the Site (defined below);

B. The Parties desire to undertake a due diligence inquiry as to the feasibility of developing and operating a Class A office building on the Site; and

C. The Parties mutually desire to enter into this Agreement in order for the RDA and PH to investigate the feasibility of development of the Project (defined below) on the Site by PH, and to permit the RDA to negotiate exclusively with PH regarding a Disposition and Development Agreement (the "DDA") between the RDA and PH or its permitted designees.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

1. Purpose and Term. The Parties agree that the purpose of this Agreement is to provide a framework for their respective determinations of the feasibility and timing of the development of the Project. As part of such determination, PH agrees to expeditiously and on a timely basis complete its respective submittals and tasks required under this Agreement. The term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date (the "Term").

2. Site. The Project is to be developed on two (2) parcels owned by the RDA: APN's 139-34-303-002 and 139-34-311-152 which consists of approximately 31,363 square feet of land, +/- 0.72 acres, and is located at 408 E. Clark Avenue and 500 S. Las Vegas Blvd., Las Vegas, Nevada (the "Site"). The Site is subject to the following:

a) Possible assemblage of third party parcels APN 139-34-311-151 located at 510 S. Las Vegas Blvd., Las Vegas, Nevada and APN 139-34-311-153 located at 412 E. Clark Avenue, Las Vegas, Nevada.

b) Bonneville-Clark Couplet Improvements

c) Clear Channel Billboard Lease Agreement dated October 1, 2004 and any amendments thereto.

d) Nevada Power Easement

e) A portion of the Site is currently used as a paved City-owned parking lot with parking meters, bumper blocks, jersey rails, signs, and other miscellaneous site improvements. The City reserves the right to remove these items within ten (10) days of closing.

Negotiation and payment for the termination of any leases and assemblage of third party parcels will be the responsibility of PH. The Site is depicted on Exhibit "A" attached hereto and hereby made a part of this Agreement.

3. Project. The Parties agree that the intended project to be developed on the Site will consist of and be used for construction of a Class A office building of not less than 65,000 sq/ft leased to professional, business and government users for administrative and executive offices (the "Project").

4. Feasibility Analysis.

(a) PH agrees to conduct during the Term all activities required to determine the nature, scope and feasibility of the Project. PH agrees and acknowledges that it will use all commercially reasonable efforts to perform its investigations and that the expeditious and timely performance of such tasks is a material consideration of the RDA to enter into this Agreement. The failure of PH to timely perform and complete its obligations hereunder as required shall be a default under this Agreement. All non-proprietary reports and studies pertaining to the Site and Project, including surveys and geotechnical and environmental reports and studies, shall become the property of the RDA upon the expiration or termination of this Agreement, unless PH proceeds with its planned development. In the event that PH does not proceed with the development of the Project, PH shall cause such non-proprietary reports and studies to be delivered to the RDA within thirty (30) days after the expiration or termination of this Agreement.

(b) The RDA agrees on behalf of itself and its agents, that during the Term of the Agreement and any subsequent DDA, it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. Such exclusivity shall apply to the Site only and shall not apply to any other property owned by the City of Las Vegas or other City affiliated entity. The RDA further agrees that during the Term and during the term of the DDA, the RDA shall not contact any parties with which PH is in active negotiations relating to the Project ("Potential User(s)") without PH's prior written consent , provided, however, that (i) PH has notified the RDA in writing of any Potential Users for the office space; (ii) in the event the RDA or any third party are already in discussions with a Potential User in connection with the Project, the RDA or such third party will not be precluded from continuing such discussions and (iii) upon expiration or other termination of the Term or the expiration of the term of the DDA and the Project does not proceed, the RDA or such third party may contact and consummate a transaction with any Potential User.

(c) RDA shall cooperate fully and timely, but at no cost to the RDA, in providing PH with appropriate information and assistance to support PH's completion of the tasks and implementation of the Development Concept. In particular, the RDA shall provide PH with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to the RDA. PH and the RDA agree to meet in person in Las Vegas, Nevada no less than one time a month in connection with the feasibility analysis of the Site and Project. In addition, PH agrees to provide the RDA with a monthly written status report of its feasibility analysis no later than the last day of each month.

5. <u>Purchase Price and Earnest Deposit</u>.

(a) The Parties agree that the purchase price for the Site is Eight Hundred Forty Seven Thousand Dollars ($847,000) which is the high appraised value of the Site pursuant to an appraisal dated May 2, 1011 and prepared by Lubawy & Associates, Inc.

(b) PH shall make a refundable earnest money deposit (the "Deposit") equal to Twenty-Five Thousand Dollars ($25,000.00). The Deposit shall be deposited in escrow at Nevada Title Company, Kristin Ravelo, (the "Escrow Agent") at, 2500 N. Buffalo, Suite 150, Las Vegas, Nevada, 89128, within ten (10) calendar days of the Effective Date for control of the Site during the ENA and DDA negotiation period. In the event PH does not perform their obligations hereunder and this Agreement is terminated pursuant to Section 11(a) below, the

Deposit shall be retained by the RDA as full and final liquidated damages. In the event (i) (x) Developer performs all of its obligations under this Agreement and (y) the Parties do not enter into a DDA or (ii) this Agreement is terminated by Developer pursuant to Section 11(b) below, the Deposit shall be returned to Developer on the later of (i) twenty (20) days after the expiration of the Term or termination of this Agreement (as the case may be) or (ii) the date that the RDA is reasonably satisfied that Developer has complied with Sections 4(a) and 6 of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 6(e) above, provided, however, that if the RDA does not notify Developer within twenty (20) days after the expiration of the Term or termination of this Agreement (as the case may be) of any unsatisfied obligations pursuant to Sections 4(a) and 6 or any pending matters covered by Section 6(e), the RDA shall refund the Deposit in full. In the event the Parties enter into a DDA, the Deposit shall be applied to any deposits required by the DDA and shall be nonrefundable except in the event of default by the RDA.

6. Site Access.

(a) The RDA authorizes PH and its respective employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as PH deems necessary ("Due Diligence Investigations") for the development of the Project. PH agrees that any delegation of its rights under this Section 6 shall not release PH of any of its obligations and duties under this Section 6. This authorization does not authorize PH to access or otherwise use any property not included within the Site so long as PH has reasonable access from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations. Subject to certain limitations under other agreements, pursuant to which representatives of the RDA may have to receive advance notice thereof, PH will have the right to enter upon the Site and conduct Due Diligence Investigations at any time during the Term upon seven (7) days advance notice. PH shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following PH's Due Diligence Investigations on the Site, PH promptly will restore the Site at its sole cost and expense to substantially the same condition as existed as of the Effective Date. If PH undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and PH will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. PH agrees that as an alternative to filling and recompacting borings with soil, PH may fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells and subject to the approval of the RDA which approval shall not be unreasonably withheld, conditioned or delayed. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize PH to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist PH in its environmental due diligence, the RDA has provided PH with a copy of the documents identified in Exhibit "C" attached hereto and incorporated herein by reference. The RDA makes no warranty as to the accuracy or completeness of any statement or data contained in or referred to by such documents.

(b) If PH should discover any hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action under any environmental laws, PH will promptly notify the RDA in writing of such discovery. For purposes of this Agreement, the phrase "environmental laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) PH shall promptly deliver to the RDA without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that PH need not disclose any communication, written or oral, to the extent the same is protected by the attorney-client privilege.

(d) PH covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for PH in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with PH's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to PH's Due Diligence Investigations. PH shall, at PH's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) PH hereby agrees to protect, indemnify, and hold the RDA, the City of Las Vegas, and their respective officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the RDA, the City of Las Vegas or their respective officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the RDA, the City of Las Vegas and their respective officers, employees or agents, as a result of, or by reason of, or arising out of any negligent act or omission, in connection with the Due Diligence Investigations at the Site, of PH or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, PH, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. PH agrees to obtain and to furnish to the RDA prior to or concurrent with execution of this Authorization, a certificate showing that there is in effect a policy of insurance a minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The RDA and the City of Las Vegas shall each be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the PH's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by PH, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the RDA, which approval shall not be unreasonably withheld, conditioned or delayed. The RDA requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor PH can cancel the insurance without at least 10 days prior written notice to the RDA. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the Certificate of Insurance. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of PH. PH will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in Certificates of Insurance.

(f) In this connection, PH expressly agree, at its sole cost and expense, to defend the RDA, the City of Las Vegas and their respective officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any negligent act or omission of PH, in connection with the Due Diligence Investigations at the Site, the RDA and the City of Las Vegas, and their officers, employees and agents. If PH fails so to do, the RDA and the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all reasonable attorneys' fees and costs, including court costs of such defense, to PH.

(g) PH will be taking the Site "as-is" based entirely on its own investigations and studies and the RDA will not make any representation or warranty as to the condition of the Site or the development of the Project on the Site. Except for certain offsite infrastructure to be installed to serve the Site, PH agrees that neither the RDA nor the City shall have any obligation to provide any funds, concessions, offsite parking or other financial incentives or concessions in connection with the development of the Project except as provided for herein.

(h) The obligations and covenants of PH under this Section 6 shall survive any expiration of the Term or other termination of the Agreement, including, without limitation, any termination pursuant to Section 11 below.

7. Disposition and Development Agreement; Effect of Agreement.

(a) The Developer will submit to the RDA an employment plan in accordance with the RDA Employment Plan Policy (adopted April 6, 2011) from Developer.

(b) The Parties agree to negotiate in good faith during the Term, a form of DDA. The Parties acknowledge that, in compliance with the provisions of Nevada Revised Statutes, Chapter 268 and other applicable law, PH, at its cost, will obtain and rely upon independent and confidential appraisal of the Site prepared within six months of the date of the DDA. That the RDA Board and City Council of the City of Las Vegas may adopt a formal resolution finding that it is in the best interests of the public to discount the fee for the Site without offering such real property to the public. Notwithstanding the foregoing, the Parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(c) The Parties respectively agree and acknowledge (i) that this Agreement creates no obligation on any Party to enter into the DDA or any other agreement related to the Site, (ii) the decision to enter into a DDA will be at each Party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required for the RDA to enter into any DDA or other agreement relating to the Site and (iv) at any time during the Term, if PH determines in its reasonable judgment that it is not feasible to move forward with the Project, PH may terminate this Agreement with no further obligations or liability to the RDA, except for such obligations or liabilities which survive the termination of this Agreement. PH agrees and acknowledges that this Agreement creates no rights, title or interest in PH whatsoever, legal, equitable or otherwise, in the Site including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, the RDA is not committing itself to or agreeing to donate the land to PH or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property. Execution of this Agreement by the RDA is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by the RDA as to any and all proceedings and decisions in connection therewith.

(d) PH agrees that upon expiration of the Term without the Parties entering into the DDA or upon any other termination of this Agreement, (i) PH shall have no rights whatsoever to the Site or any other property owned by the RDA or the City and (ii) neither RDA nor the City shall have any obligation or liability whatsoever to continue to negotiate with or attempt to accommodate in any manner PH for a location for the Project.

8. PH Control and Ownership.

(a) PH represents and warrants that it is a Nevada limited liability company organized pursuant to the laws of the State of Nevada and PH is duly authorized to do business in the State of Nevada.

(b) PH is required to make full disclosure to the RDA of its principals, officers and key managerial employees working on the Project, and all other material information concerning PH. Any significant change in the principals, officers, development manager, and key managerial employees of PH working on the Project are subject to the approval of the RDA which shall not be withheld, conditioned or delayed in the commercially reasonable opinion of the RDA. PH will be required to submit a completed Exhibit "B", Disclosure of Principals form, which includes all principals, and members of PH, as well as all persons and entities holding more than a 1% interest in PH or any principal, partner or member of the same, and agree in writing to the terms of this Section 8(b) and Section 10 below. Throughout the Term hereof, PH shall provide written notification of any material change in the above disclosure within 15 days of such change.

9. Real Estate Commission. Each Party represents to the other Party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker or finder retained by such Party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. Conflict of Interest.

(a) Any official of the RDA, who is authorized in such capacity and on behalf of the RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RDA, who is authorized in such capacity and on behalf of the RDA to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the RDA relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RDA may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

11. Default; Appropriation.

(a) In the event PH is in default beyond any applicable grace period and such default is not cured within thirty (30) days after written notice specifying the nature of the default, then the

RDA shall have the right to immediately terminate this Agreement upon written notice to PH. Except as specifically provided for herein, PH shall not be liable for any damages, lost profits, expense reimbursement, or any consequential damages incurred by PH as a result of such termination.

(b) In the event the RDA is in default of its obligations under this Agreement, PH's sole and exclusive remedy will be to terminate this Agreement. Neither the RDA nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of PH or any consequential damages incurred by PH as a result of such termination.

(c) No obligation assumed by or imposed upon the RDA by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against the RDA shall require the payment of money by the RDA, or the performance of any action by the RDA, the performance of which requires money from the RDA, except to the extent that funds are available for such payment or performance from City appropriations therefore lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations of the RDA under this Agreement.

12. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the Party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions) or (iii) received or delivery refused if sent by U.S. mail via certified mail-return receipt requested, postal fees pre-paid at the following addresses:

If to PH:

Richard Scott Worthington
President & Chief Operating Officer
The Molasky Group of Companies
100 City Parkway, Suite 1700
Las Vegas, Nevada 89106
Phone: 702.735.0155
Fax: 702.737.7025
Cell: 702.249.8004
E-mail: richw@molaskyco.com

If to RDA: William Arent, Director
City of Las Vegas Redevelopment Agency
c/o Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: 702-229-6551
Fax: 702-385-3128

And to: Manager, Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: 702-229-6021
Fax: 702-384-9964

13. Publicity. The Parties agree that neither Party shall make any public announcement or any press release with respect to this Agreement nor the Project without the consent of the other Party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 13 shall limit or prevent the RDA or the City from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the RDA Board and City's approval or implementation of this Agreement. Notwithstanding the foregoing, the Parties shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from PH about its planned project.

14. Assignment. Neither Party may assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of the other Party which consent may be granted or withheld in such other Party's sole and unfettered discretion. Any transfer or assignment in violation of this Section 14 shall be null and void and constitute a default of this Agreement.

15. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

16. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

17. Entire Agreement; Amendments. This Agreement is intended by the Parties to be

the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties hereto.

18. No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

21. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

22. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

23. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of the RDA and PH and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. Further, nothing contained herein is intended to grant to the RDA or any other party, nor shall the RDA have any third party have, any rights or benefits flowing from any agreement between and any other party except to the extent rights shall be expressly transferred or created in any such

agreement.

24. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

RDA

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: Oscar B. Goodman

Chairman

PH

PH, LLC

By: Richard S. Worthington

President and Chief Operating Officer

ATTEST:

Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

J Penticello 5/26/11
Date

LIST OF EXHIBITS

Exhibit A
Site Map

Legend

0 55 110 220 Feet

N
W E
S

City of Las Vegas Redevelopment Agency
Tafolla, Leo D
MHL Family Limited Partnership
Bonneville 21, LLC

5/24/11

EXHIBIT "B"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"Agency" means the City of Las Vegas Redevelopment Agency.

"Board" means the governing body of the City of Las Vegas Redevelopment Agency.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution RA-4-99 adopted by the governing board of the Agency, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas Redevelopment Agency must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolution referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the Agency and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the Agency in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the Agency of any material change may result, at the option of the Agency, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

EXHIBIT "B"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	**Contracting Entity**
Name	PH, LLC
Address	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106
Telephone	702-735-0155
EIN or DUNS	078804069

Block 2	**Description**
Subject Matter of Contract/Agreement: **Exclusive Negotiation Agreement**	
RFP #:	N/A

Block 3	**Type of Business**		
☐ Individual	☐ Partnership	✓ Limited Liability Company	☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	**BUSINESS ADDRESS**	**BUSINESS PHONE**
1.	Irwin A. Molasky	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
2.	Alan Molasky	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
3.	Andrew Molasky	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
4.	Beth Molasky	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
5.	Steven Molasky	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
6.	Robert Frey	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
7.	Gary Frey	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155
8.	Michael Frey	100 City Parkway, Suite 1700, Las Vegas, Nevada 89106	702-735-0155

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: __________

EXHIBIT "B"

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: ________________ Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Irwin A. Molasky

May 26, 2011 5/26/11

Date

Subscribed and sworn to before me this 26th day of MAY, 2011.

Melanie Piechowiak

Notary Public

Notary Public - State of Nevada
County of Clark
MELANIE PIECHOWIAK
My Appointment Expires
March 12, 2014
No: 98-1494-1

EXHIBIT "C"

Due Diligence Materials provided by the RDA to Developer

The RDA has provided the following due diligence materials to Developer as of the date of execution of this Agreement by the RDA:

Title/Text Reference	**Date**
Phase I Environmental Site Assessment, prepared by Ninyo & Moore	November 12, 2001
Nevada Power Easement	July 9, 2010
Bonneville/Clark Couplet Exhibit	August 2009
Clear Channel Outdoor Lease Agreement	October 1, 2004
First Amendment to Lease Agreement between City of Las Vegas Redevelopment Agency and Clear Channel Outdoor, Inc.	July 1, 2009

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion and possible action regarding an Interlocal Cooperative Agreement between the City of Las Vegas, Nevada, and the City of Las Vegas Redevelopment Agency (RDA) to transfer to the City 60 percent of the Agency Share of Real Estate Taxes in connection with the Metroplex, located at 404 South Martin L King Boulevard, that are distributed to and received by the RDA and finding it is of benefit to the Redevelopment Area and the immediate neighborhood ($23,864,671 – RDA Special Revenue Fund) (APN 139-33-202-009) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 72]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**

☒ **Budget Funds Available**

Amount: $23,864,671
Funding Source: RDA Special Revenue Fund
Dept./Division: Economic and Urban Development/RDA

PURPOSE/BACKGROUND:
The City of Las Vegas and Clark County entered into a Master Interlocal Agreement dated April 2, 2008, concerning the acquisition and construction of the Las Vegas Metropolitan Police Department Metroplex. The City agreed to contribute to the annual rent payment of the building. The Interlocal Cooperative Agreement allows the RDA to transfer annual real estate taxes attributable to the Metroplex to the City to pay the obligation to the county.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Interlocal Cooperative Agreement
2. Supplemental Interlocal Contract For Funding Facilities For Las Vegas Metropolitan Police Department Metroplex
3. Site Map

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this ____ day of June, 2011, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA" or "Agency"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, ("City") a political subdivision of the State of Nevada:

W I T N E S S E T H:

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") 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 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area, including, without limitation, causing parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with a redevelopment plan; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment agency; and;

...

...

...

WHEREAS, NRS 279.486 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part 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 and Clark County (the "County") are the governmental agencies responsible for providing police services within their combined jurisdiction boundaries through the merger of their law enforcement agencies into the Las Vegas Metropolitan Police Department (the "Department") in accordance with NRS Chapter 280; and

WHEREAS, the County has negotiated a contract for the lease, development, and option to purchase the Las Vegas Metropolitan Police Department administrative facility and police substation ("Metroplex") located in the vicinity of Alta Drive and Martin Luther King Boulevard, in the city of Las Vegas, State of Nevada which location is within the Las Vegas Redevelopment Area of the Redevelopment Plan; and

WHEREAS, the City and County previously entered into a Master Interlocal Agreement dated April 2, 2008, concerning acquisition and construction of facilities for the Department's use and benefit in carrying out its mission to preserve the safety, welfare and property of the inhabitants of the City's and County's combined jurisdictions; and

WHEREAS, the City and County have or will be entering into a Supplemental Interlocal Contract for Funding Facilities for Las Vegas Metropolitan Police Department Metroplex setting forth the details of the Redevelopment Tax Rebate Formula, as defined in the Metro Interlocal (defined below), which provides for the rebate of a portion of the real estate taxes attributable to the Metroplex that are distributed to the Agency; and

WHEREAS, the City and RDA desire to enter into this Agreement for the transfer to the City a portion of the real estate taxes attributable to the Metroplex that are distributed to and received by the RDA.

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The RDA acknowledges that the City and County have or will be entering into the Supplemental Interlocal Contract for Funding Facilities for Las Vegas Metropolitan Police Department Metroplex ("Metro Interlocal") which provides a Redevelopment Tax Rebate Formula for the rebate to the County of a portion of the real estate taxes attributable to the Metroplex.

2. The RDA will transfer to the City sixty percent (60%) of the Agency Share of Real Estate Taxes, as defined in the Metro Interlocal, paid to and received by RDA each year in connection with the Metroplex (the "Redevelopment Tax Rebate"). The transfer of the Redevelopment Tax Rebate Payment, as defined in the Metro Interlocal, shall commence on the first anniversary of the date of a Certificate of Occupancy issued for the Metroplex ("First Payment Date"). The Redevelopment Tax Rebate Payment will be payable only from the Agency Share of Real Estate Taxes which is paid and received in connection with the Metroplex. The transfer of funds to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

3. The Redevelopment Tax Rebate Payment shall be transferred to the City annually commencing on the First Payment Date and each anniversary thereafter until the County either closes escrow on the purchase of the Metroplex or March 5, 2031, whichever comes first (the "Maturity Date") subject to any other conditions as set forth in this Agreement.

4. The Agency's obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency 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".)

5. The Agency hereby pledges to the payment of the obligations of this Agreement the Agency Share of Real Estate Taxes paid to and received by RDA each year in connection with the Metroplex pursuant to NRS 279.676 (1)(b) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the Agency Share of Real Estate Taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

6. This Agreement is for the benefit of the Parties only. No person or entity is intended to ever be a third party beneficiary of this Agreement.

7. 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.

8. 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 of this Agreement may have.

9. 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.

10. 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.

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

12. 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.

13. 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.

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

15. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

(SEAL)

By: ______________________________
Oscar B. Goodman, Chairman

ATTEST:

____
Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

V. Ponticello 5/31/11
Date

CITY OF LAS VEGAS, NEVADA

(SEAL)

By: ______________________________
Oscar B. Goodman, Mayor

ATTEST:

____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

V. Ponticello 5/31/11
Date

SUPPLEMENTAL INTERLOCAL CONTRACT FOR FUNDING FACILITIES FOR LAS VEGAS METROPOLITAN POLICE DEPARTMENT METROPLEX

THIS SUPPLEMENTAL INTERLOCAL AGREEMENT made and entered into this _______ day of ____________, 2011 by and between County of Clark, a political subdivision of the State of Nevada (hereinafter "County") and the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City").

WITNESSETH:

WHEREAS, the County and City (collectively the "Parties" and individually a "Party") are the governmental entities responsible for providing police services within their combined jurisdictional boundaries through the merger of their law enforcement agencies into the Las Vegas Metropolitan Police Department (hereinafter the "Department") in accordance with NRS Chapter 280; and

WHEREAS, the County has negotiated a contract for the lease, development, and option to purchase the Las Vegas Metropolitan Police Department administrative facility and police substation, as defined further herein ("Metroplex"); and

WHEREAS, NRS 280.350 acknowledges the issue of real property acquired for use and benefit of the Department following such merger, but does not provide details as to the exact method by which such real property is to be acquired and owned; and

WHEREAS, NRS 280.201 provides for developing a formula to apportion the funding of the Department's operational, maintenance and capital costs between the Parties ("Funding Formula"); and

WHEREAS, NRS 277.180 provides that two or more public agencies may enter into an interlocal agreement for the joint use of resources for the promotion and protection of the safety, welfare and property of the inhabitants of the Parties; and

WHEREAS, the Parties previously entered into a Master Interlocal Agreement dated April 2, 2008, concerning acquisition and construction of facilities for the Department's use and benefit in carrying out its mission to preserve the safety, welfare, and property of the inhabitants of the Parties' combined jurisdictions; and

WHEREAS, the Master Interlocal Agreement included a provision that the Parties would execute a Supplemental Interlocal Agreement setting forth the specific details of any modification of the Funding Formula with respect to the acquisition, development and funding of each individual facility; and

WHEREAS, on December 15, 2008, the Fiscal Affairs Committee approved the Department's relinquishment of 70,000 square feet of space in Las Vegas City Hall effective upon the Department's move to the Metroplex, which relinquishment was contingent upon execution of this Supplemental Interlocal Agreement providing for the rebate of a portion of real estate taxes attributable to the Metroplex that are distributed to the Las Vegas Redevelopment Agency ("Agency").

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the County and City do hereby agree as follows:

1. On December 2, 2008, the County entered into an agreement, as subsequently amended, for the lease, development and option to purchase the Las Vegas Metropolitan Police Department administrative facility and police substation to be constructed on ±13.76 acres of real property described as APN 139-33-202-009, also known as the "Metroplex," located in the vicinity of Alta Drive and Martin Luther King Boulevard, in the city of Las Vegas, State of Nevada ("Lease"). The initial Lease term is thirty (30) years with the option to extend the initial term by two (2) renewal periods of ten (10) years each. The Lease also contains an option to purchase the Metroplex during certain time periods, including the twelve-month period beginning upon the third anniversary of the "Commencement Date," as that term is defined in the Lease.

2. In addition to the City's obligation to partially fund the Department's operational, maintenance and capital costs as required by NRS Chapter 280, the City agrees to pay additional sums to the County in accordance with the Redevelopment Tax Rebate Formula, as specifically set forth in this Supplemental Interlocal Agreement. The Redevelopment Tax Rebate Formula will be based upon the Agency Share of Real Estate Taxes ("Agency Share of Real Estate Taxes") as defined herein. Notwithstanding the calculation and allocation of the Agency Share of Real Estate Taxes set forth herein, the Agency Share of Real Estate Taxes shall be limited to the taxes actually received by the Agency from the taxing agency. The Agency Share of Real Estate Taxes equals the Real Estate Taxes (defined herein) paid from time to time in connection with the Metroplex, including land and improvements, minus each of the following: (i) the portion of taxes paid (currently 18% of taxes received by the Agency under NRS 279.676 with respect to the Metroplex) which is required to be used providing low income housing pursuant to NRS 279.685, (ii) the Real Estate Taxes paid based on the then current tax rate applied against the fiscal year 2009 - 2010 assessed value of the property on which the Metroplex is located, including land and improvements [for purposes of this Supplemental Interlocal Agreement, the 2009/2010 assessed value amount equaled $2,643,822.00], if any, and (iii) any portion of the Real Estate Taxes paid with respect to the Metroplex which is not transferred to the Agency for its use for general Agency purposes under NRS 279.676, including the following if not already excluded from Real Estate Taxes under the definition thereof; (a) the Real Estate Taxes paid with respect to the Metroplex that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(c), and (b) the Real Estate Taxes paid with respect to the Metroplex that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(d). "Real Estate Taxes" means the portion of the ad valorem property taxes paid in connection with the Metroplex which is distributed to the Agency for the Metroplex, as shown in the "Net Tax" column of the "Distribution of Tax Dollars by Taxing Entity" table in the Clark County property tax bills prepared and forwarded by the Clark County

Treasurer for the Metroplex that is assessed an ad valorem property tax, and shall not include any other taxes or assessments against the Metroplex. If any of the following:

(i) abatements of property taxes, partial or complete exemptions from property taxes, or other reductions in property taxes with respect to such parcel for any reason, including, without limitation, abatements, exemptions or reductions under Chapters 274, 361 and 701A of NRS (or any future replacements of or supplements to those provisions):

(ii) reductions of property taxes as a result of changes in assessed value for any reason, including, without limitation, actions as a result of an appeal of the County Assessor's determination of assessed value;

(iii) delinquencies in the payment of property taxes or failures to pay property taxes for any reason, including, without limitation, disputes about the amount due; or

(iv) other events or actions similar to those in subsections (i) through (iii) not in the exclusive control of the City (except a change in the format or contents of the Clark County property tax bills);

result in a reduction in the amount of property taxes distributed to the Agency for the Metroplex that is not reflected in the amount shown as being distributed to the Agency in the "Net Tax" column of the "Distribution of Tax Dollars by Taxing Entity" in the Clark County property tax bill for that parcel described above, the amount of that reduction in the amount distributed to the Agency shall be deducted from the amount so shown in the "Net Tax" column in determining the amount of "Real Estate Taxes" under this subsection. It shall be the responsibility of the County to provide the City with a copy of each Clark County property tax bill for the Metroplex. The City is not required to make any Redevelopment Tax Rebate Payment, as defined herein, if the Clark County property tax bill for that parcel is not provided to the Agency at least 60 days prior to the annual payment date. If the format or contents of Clark County property tax bills is changed from its current format or content and that change would cause a different amount to be treated as the "Agency Share of Real Estate Taxes", the parties agree to negotiate in good faith for a replacement for the "Net Tax" column amount described in this subsection (which may include a negotiation of a new definition of "Real Estate Taxes", so as to preserve for both parties hereto the same allocation of property taxes collected on the Metroplex as would have existed without the change in the format or content of the Clark County property tax bills.

3. Subject to the terms of this Supplemental Interlocal Agreement, commencing on the first anniversary of the date that the Metroplex is completed and occupied (as evidenced by the issuance of a Certificate of Occupancy)(the "First Payment Due Date"), the "Redevelopment Tax Rebate Formula" shall be sixty percent (60%) of the Agency Share of Real Estate Taxes paid and received each year in connection with the Metroplex. Payments derived from the Redevelopment Tax Rebate Formula will be referred to herein as the "Redevelopment Tax Rebate Payment". The Redevelopment Tax Rebate Payment will be payable only from the Agency Share of Real Estate Taxes which is paid and received in connection with the Metroplex.

4. The Redevelopment Tax Rebate Payment shall be paid annually by the City to the County commencing on the First Payment Due Date and each anniversary date thereafter until the County either closes escrow on the purchase of the Metroplex or March 5, 2031, whichever comes first (the "Maturity Date") subject to any other conditions as set forth in this Supplemental Interlocal Agreement.

5. The City's obligation to make the Redevelopment Tax Rebate Payment pursuant to this Supplemental Interlocal Agreement will be subordinate to any of the Agency's pre-existing debt which is outstanding at the time of the First Payment Due Date, other than an Agency debt to the City of Las Vegas, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency's Pre-existing Debt. The payment of funds pursuant to this Supplemental Interlocal Agreement will also be subordinate to the repayment of the Agency's future debt which is issued hereafter.

6. Except as expressly stated herein, this Supplemental Interlocal Agreement does not supercede the Funding Formula or any other City or County funding obligation for the Department's operational, maintenance and capital costs as required by NRS Chapter 280, including all payments due from the Department to the County under the Interlocal Agreement for Sublease of Real Property dated December 2, 2008.

7. The County hereby waives any claim that the the City is responsible for providing 70,000 square feet of administrative space to the Department after the Department's move to the Metroplex.

8. The City represents that, simultaneously with the approval of this Supplemental Interlocal Agreement by the Las Vegas City Council, it has entered or will enter into an Interlocal Cooperative Agreement with the Agency which will obligate the Agency to making the Redevelopment Tax Rebate Payments to the City and further obligating the City to enter into this Supplemental Interlocal Agreement and to making the Redevelopment Tax Rebate Payment to the County.

9. Any notice or other communication required or permitted to be given under this Supplemental Interlocal Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY: City of Las Vegas
Attention: City Manager's Office
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

COUNTY: Clark County
Attention: County Manager's Office
500 South Grand Central Pkwy., 6th Floor
Las Vegas, Nevada 89155-1111

10. Neither party shall assign this agreement without first obtaining the prior written consent of the other.

11. This Supplemental Interlocal Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

12. This Supplemental Interlocal Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

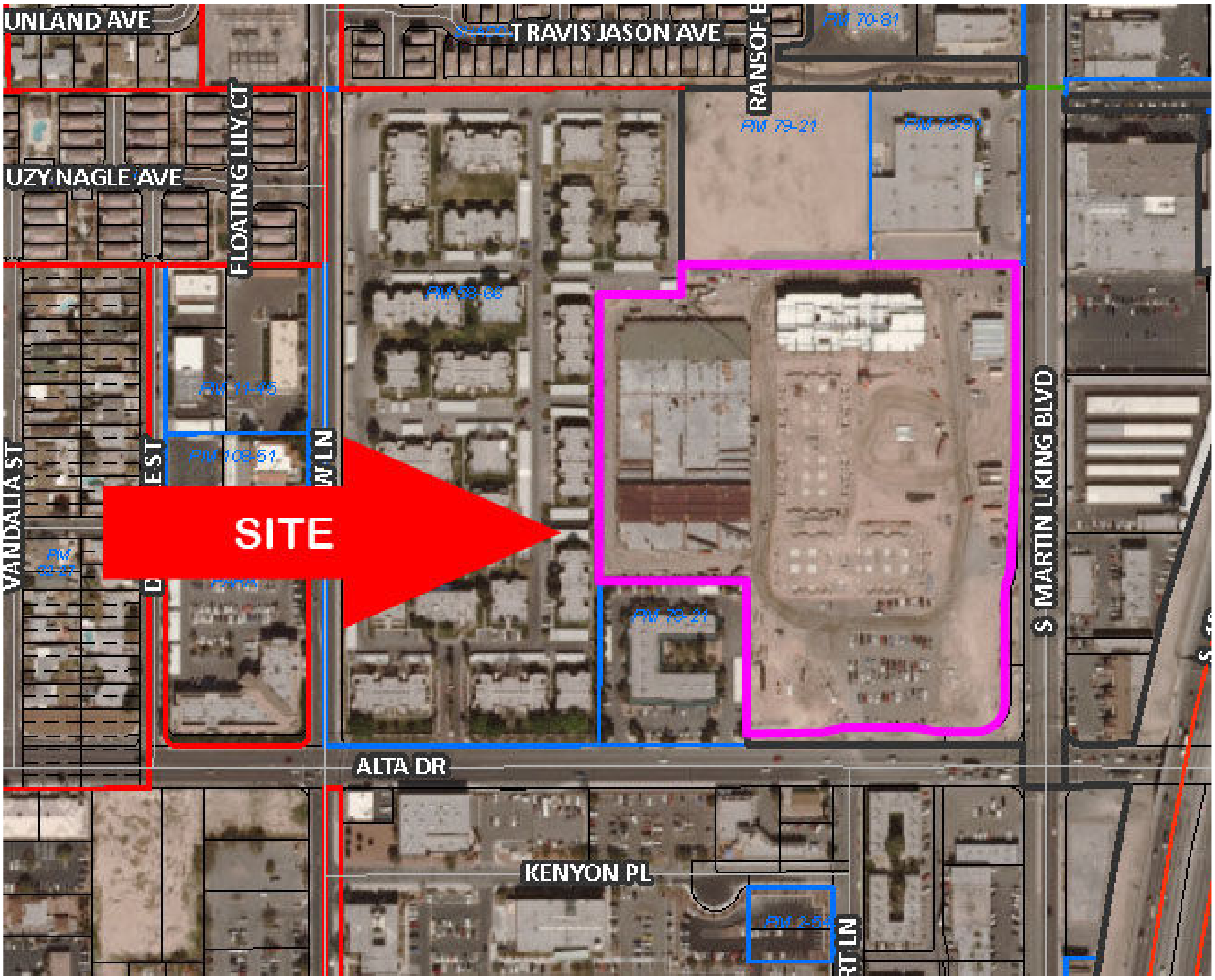
13. This Supplemental Interlocal Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

14. If any term, covenant, condition or provision of this Supplemental Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Supplemental Interlocal Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Interlocal Agreement to be executed by their duly authorized representatives the day and year first written above.

COUNTY OF CLARK, NEVADA	CITY OF LAS VEGAS
By: ______________________	By: ______________________
Susan Brager, Chairman	Oscar B. Goodman, Mayor
ATTEST:	ATTEST:
______________________	______________________
Diana Alba, County Clerk	Beverly K. Bridges, MMC, City Clerk
Approved as to form:	Approved as to form:
By: ______________________	By: [signature] 5/31/11
Deputy District Attorney Date	Chief Deputy City Attorney Date

Site Map



UNLAND AVE
TRAVIS JASON AVE
RANSOF
PM 70-81
PM 79-21
PM 79-91
UZY NAGLE AVE
FLOATING LILY CT
PM 58-86
PM 11-45
PM 108-51
VANDALIA ST
SITE
PM 79-21
S MARTIN L KING BLVD
ALTA DR
KENYON PL
PM 2-54

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 15, 2011

SUBJECT:

AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION