

RESOLUTION NO. R-24-2015

A RESOLUTION APPROVING THE FORM OF A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE STATE OF NEVADA DEPARTMENT OF TAXATION, AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, on December 3, 2014, the City Council (the "City Council") of the City of Las Vegas, Nevada (the "City") adopted Resolution (the "Public Hearing Resolution"), which called a hearing for the purposes of considering (i) making the findings specified in Subsections 2, 3 and 5 of Nevada Revised Statutes ("NRS") 271A.080, and (ii) approving the use of monies pursuant to paragraph (a) of Subsection 3 of NRS 360.855; and

WHEREAS, prior to adoption of Public Hearing Resolution, the following information was filed with the City Clerk of the City (the "City Clerk"):

(a) the report entitled "An Assessment of the Proposed Symphony Park Tourism Improvement District in Las Vegas, NV" prepared by Civitas and Tourism Economics, dated November 20, 2014 (the "Report") which is a report of an independent consultant addressing the fiscal effect of the project proposed for the District (as defined below) and the financing thereof under Chapter 271A of NRS on the provision of local governmental services as required in Subsection 3 of NRS 271A.080 (collectively, the "Filed Information"); and

WHEREAS, the Filed Information was provided to the Board of County Commissioners of Clark County; and

WHEREAS, the Board of Trustees of the Clark County School District (the "School Board") and the Board of County Commissioners of Clark County (the "Board of County Commissioners") conducted public hearings and the School Board and the Board of County Commissioners have provided comments to the City Council; and

WHEREAS, on February 5, 2015, the City Council held a public hearing and adopted a resolution (the "Findings Resolution"), wherein the City Council made certain written findings and determinations pursuant to NRS 271A.080(2), (3) and (5) (the "Fiscal Effect Finding") and NRS 360.855(3) relating to the proposed "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District"); and

WHEREAS, in making the Fiscal Effect Finding, the City Council considered the comments received from the Board of County Commissioners; and

WHEREAS, the City staff provided notice and materials required by NRS 271A.080(7) and (8) and NRS 360.855(3) to the Nevada Commission on Tourism; and

WHEREAS, pursuant to a resolution adopted on March 16, 2015, the Nevada Commission on Tourism made the determination pursuant to NRS 271A.080(6) with respect to the District and the proposed project (the "Project") to be located in the District as further described in the Report and approved the use of the use of money received pursuant to subsection 1 of NRS 360.855; and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the City Council adopted an Ordinance on April 15, 2015 creating the District (the "Creation Ordinance"); and

WHEREAS, the City has negotiated with the State of Nevada Department of Taxation the terms of an agreement specifying the dates and procedure for distribution to the City of any money pledged pursuant to Section 6 of the Creation Ordinance;

WHEREAS, the proposed form of a City of Las Vegas, Nevada Tourism Improvement District (Symphony Park) Cooperative Agreement (the "Cooperative Agreement") by and between the City and the State of Nevada Department of Taxation is attached hereto as Exhibit I.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AS FOLLOWS:

Section 1. The form, terms and provisions of the Cooperative Agreement are hereby approved, and the City shall enter into and perform its obligations under the Cooperative Agreement in substantially the form attached hereto as Exhibit I, with only such changes therein as are required by the circumstances and which are not inconsistent herewith. The officers of the City are hereby authorized and directed to execute and deliver the Cooperative Agreement as required hereby.

Section 2. All resolutions, or parts thereof, in conflict with the provisions of this resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.

Section 3. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

PASSED, ADOPTED AND APPROVED this May 6, 2015.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Val Steed 4-22-15
City Attorney or Chief Deputy City Attorney

EXHIBIT I

(Attach Cooperative Agreement between the City and the Department of Taxation)

**CITY OF LAS VEGAS, NEVADA TOURISM IMPROVEMENT DISTRICT
(SYMPHONY PARK)
COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, the "City," and the State of Nevada Department of Taxation, the "Department," collectively the "Parties."

RECITALS

WHEREAS, the City, through its City Council, and consistent with NRS 271A.070 as enacted by Las Vegas City Council Ordinance No. _____, "City Of Las Vegas, Nevada Tourism Improvement District (Symphony Park) Creation Ordinance" (the "Ordinance") has created a tourism improvement district (the "District") and pledged 75% of the taxes described therein as permitted by Chapter 271A of NRS (the "Taxes") for the purposes of carrying out the acquisition, improvement, equipment, operation and maintenance of the Project within the District as more specifically described in the Ordinance, and the financing of the Project; and

WHEREAS, NRS 271A.100 further provides that any such ordinance must include a provision requiring the City to enter into a contract with the Department to perform all functions incident to the administration or operation of the tax in the City, and the Parties intend that this Agreement serve as the required contract; and

WHEREAS, the City Council adopted the Ordinance creating the tourism improvement district effective April 17, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the City and the Department agree as follows:

1. The Department shall administer and enforce all provisions of the Ordinance pertaining to the collection of all Taxes provided for in said Ordinance.

2. The City shall notify the Department, substantially in the form attached hereto as Exhibit A, (i) of each business that is located within and collects Taxes generated within the District; and (ii) that such Taxes shall be administered in accordance with this Agreement. The City shall further notify the Department any time such a business closes.

3. The City shall reimburse the Department for the costs of collecting the Taxes. The amount of collection costs to be reimbursed by the City hereunder shall be computed in the manner provided by NRS 271A.070 (1)(c)(1) and 271A.070 (1)(c)(3). Before distributing any revenue to the City pursuant to paragraph 4 below, the Department shall deduct said collection costs from the amount to be distributed.

4. Subject to paragraph 3, above, the Department shall distribute to the City, on a monthly basis, the Taxes described in this Agreement. With each distribution, the Department

shall provide the City Finance Director with a monthly statement setting forth the amount collected and any collection costs deducted by the Department. Distribution shall cease at the end of the fiscal year in which the 20th anniversary of the adoption of the ordinance creating the District occurs, i.e., June 30, 2035.

5. The City agrees that the Department shall have the power to make all necessary rules and regulations and prescribe all necessary forms or other requirements for the purpose of making the administration of the Ordinance effective.

6. The Department shall have all the powers, duties, and responsibilities as provided by the Ordinance and Chapter 372 of the Nevada Revised Statutes and all amendments thereto, and all other State laws pertaining to the collection of sales and use taxes.

7. If any term or provision of this Agreement is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

8. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

9. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of these parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other party.

10. Except as otherwise expressly provided, this Agreement (including all Exhibits attached hereto) constitutes the entire contract between the Parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

11. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by and authorized representative.

THE CITY OF LAS VEGAS

Dated this ____ day of _____, 2015.

(SEAL)

By: _____
Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

City Attorney or Chief Deputy City Attorney

DEPARTMENT OF TAXATION

By: _____
Executive Director
Nevada Department of Taxation

Dated this ____ day of _____, 2015.

Approved as to form:

By: _____
[Name and Title]

EXHIBIT A TO COOPERATIVE AGREEMENT

NOTICE TO DEPARTMENT OF TAXATION

Name of Business: _____ (the "Business")

Business Address: _____

Department of Taxation Identification Number for Business: _____

The City of Las Vegas hereby notifies the Department of Taxation that the Business is located within the City Of Las Vegas, Nevada Tourism Improvement District (Symphony Park) (the "District"). The Business collects tax revenues generated within the District and such revenues shall be administered in accordance with the City Of Las Vegas, Nevada Tourism Improvement District (Symphony Park) Cooperative Agreement dated as of _____ __, 20__.

CITY OF LAS VEGAS, NEVADA

By: _____

Printed Name and Title

Date

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, am the duly chosen and qualified Acting City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "Council") at a meeting held on _____, 2015.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Mayor:

Council members:

Carolyn G. Goodman

Stavros S. Anthony

Lois Tarkanian

Steven D. Ross

Ricki Y. Barlow

Bob Coffin

Bob Beers

Those Voting Nay:

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the official website of the State of Nevada

pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) City Hall
495 S. Main Street
Las Vegas, Nevada
- (ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada
- (iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (v) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on _____, 2015 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____, 2015.

LuAnn D. Holmes, MMC, Acting City Clerk

EXHIBIT A TO RESOLUTION

(Attach Copy of Notice of Meeting)