



1 contract is authorized by law to perform; and

2 WHEREAS, NRS 279.486 provides that an agency may, with the consent  
3 of the legislative body, pay all or part of the value of the land for and the cost of the  
4 construction of any building, facility, structure or other improvement and installation of  
5 any improvement which is publicly or privately owned and located within or without the  
6 redevelopment area; and

7 WHEREAS, the City is the owner of Historic Westside School ("School"),  
8 located at 330 W. Washington Avenue, Las Vegas, Nevada, which includes two historic  
9 buildings and structures, including the original schoolhouse constructed in 1923 and the  
10 classroom addition constructed in 1948; and

11 WHEREAS, the School is listed on the Nevada Register of Historic  
12 Places, the National Register of Historic Places, and the city of Las Vegas Historic  
13 Property Register; and

14 WHEREAS, pursuant to the terms of the Interlocal Agreement between  
15 the City and RDA, the form of which is attached hereto as Exhibit "A", the RDA is able  
16 to provide funds to the City to initiate construction and rehabilitation of the School and  
17 redevelopment of the adjacent Variety Early Learning Center site (the "Project") (note:  
18 redevelopment of the Variety Early Learning Center is not subject to the State Historic  
19 Preservation Office (SHPO) or city's Historic Preservation (HPC) conditions), located at  
20 990 D Street to include architectural, engineering and public outreach services, which  
21 construction and rehabilitation of the School will be pursuant to the Las Vegas 2020  
22 Master Plan, West Las Vegas Plan, city of Las Vegas Title 19 Unified Development  
23 Code, and the requirements of the State Historic Preservation Office and city of Las

1 Vegas Historic Preservation Commission; and

2 WHEREAS, the RDA has determined that the buildings, facilities,  
3 structures or other improvements are of benefit to the redevelopment area or the  
4 immediate neighborhood in which the redevelopment area is located. The RDA finds  
5 that the Project is likely (1) to encourage the creation of new business or other  
6 appropriate development; (2) increase local revenues (property tax revenue and sales  
7 tax revenue) from desirable sources; (3) increase levels of human activity in the area  
8 around the Project; and (4) demonstrate greater social benefits to the community than  
9 would a similar set of improvements.

10 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing  
11 Board of the RDA that the Interlocal Agreement is hereby approved and determined to  
12 be in compliance with and in furtherance of the goals and objectives of the  
13 Redevelopment Plan, and the Chairperson of the Governing Board of the RDA is  
14 hereby authorized and directed to execute the Interlocal Agreement for and on behalf of  
15 the RDA, and to execute any and all additional documents (including any Attachments

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1 to the Interlocal Agreement) and to perform any additional acts necessary to carry out  
2 the intent and purpose of the Interlocal Agreement.

3 THE FOREGOING RESOLUTION was passed, adopted and approved this \_\_\_\_\_  
4 day of \_\_\_\_\_, 2012.

5 CITY OF LAS VEGAS  
6 REDEVELOPMENT AGENCY

7 By: \_\_\_\_\_  
8 CAROLYN G. GOODMAN, Chairman

9 ATTEST:

10 \_\_\_\_\_  
11 BEVERLY K. BRIDGES, MMC, Secretary

12 APPROVED AS TO FORM:

13 J. Ponticello 1/10/12  
14 \_\_\_\_\_ Date

**EXHIBIT "A"**  
**INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF LAS VEGAS AND**  
**THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY TO PROVIDE FUNDING**  
**FOR THE CONSTRUCTION AND REHABILITATION OF WESTSIDE SCHOOL AND**  
**ADJACENT VARIETY EARLY LEARNING CENTER SITE**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada ("City") and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA"). The City and RDA are individually referred to as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, the City is the owner of Historic Westside School ("School"), located at 330 W. Washington Avenue, Las Vegas, Nevada, which includes two historic buildings and structures, including the original schoolhouse constructed in 1923 and the classroom addition constructed in 1948; and

WHEREAS, the School is listed on the Nevada Register of Historic Places, the National Register of Historic Places, and the city of Las Vegas Historic Property Register; 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, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (collectively the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.462, the RDA may make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, the RDA and the City desire to enter into this Interlocal Agreement to set forth activities and services in which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law (NRS 279.382 to 279.680, inclusive; 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 RDA has determined that it is in the best interests of the community and the mission of the RDA to provide funding for the construction and rehabilitation of the Westside School and redevelopment of the adjacent Variety Early Learning Center for the general benefit of the community as further described below; and

WHEREAS, the RDA is able to provide funds to the City to initiate construction and rehabilitation of the School and redevelopment of the adjacent Variety Early Learning Center site, located at 990 D Street to include architectural, engineering, and public outreach services; subject to the terms of this inter-local agreement; and

WHEREAS, the City is willing to accept such funding to construct and rehabilitate Westside School and redevelopment of the adjacent center [note: redevelopment of the Variety Early Learning Center is not subject to the State Historic Preservation Office (SHPO) or city's Historic Preservation (HPC) conditions] on the terms and conditions set forth in this Interlocal Agreement, provided that such construction and rehabilitation will be pursuant to the Las Vegas 2020 Master Plan ("Master Plan"), West Las Vegas Plan, the city of Las Vegas Title 19 Unified Development Code and the requirements of the Nevada State Historic Preservation Office, and the city of Las Vegas Historic Preservation Commission;

WHEREAS, the West Las Vegas area was established pursuant to the West Las Vegas Plan adopted by Las Vegas City Council on April 5, 2006 (Resolution R-14-2006) and as amended on July 1, 2009 (GPA-33721) and the West Las Vegas area is included in the Neighborhood Revitalization area of the Master Plan 2020 (Ordinance No.2000-62 adopted 9/6/2000).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms of this Interlocal Agreement, the RDA hereby agrees to provide to the City a contribution in the total amount of Nine Hundred Thousand dollars (\$900,000) (the "RDA Contribution") to be used for construction and rehabilitation of the School site and the redevelopment of the adjacent Variety Early Learning Center site (collectively the "Project"). The Master Plan includes recommendations for the following: (a) Site development of the School to include landscaping, parking lot, ADA access, and pedestrian and vehicular access improvements; (b) Improved pedestrian connection between the School and Variety Early Learning Center. The Rehabilitation Plan to the School site includes recommendations for: (a) rehabilitation of the historic School buildings and site; (b) ADA upgrades to the School and site; (c) minor improvements as deemed necessary during the Master Plan process. The RDA Contribution is to be provided to the City and may be used on any qualified costs in furtherance of the Project, including, but not limited to, costs for the materials, equipment, labor, consultants, studies and other related expenses for the Project.

2. City represents and covenants that it is the owner of the School, including the buildings and structures therein which is where the Project shall take place. The City shall be responsible for the administration of the Project.

3. At such time as required by law, City shall, at its expense, secure or cause to be secured any and all required permits and pay any and all fees which may be required by the City or any other governmental agency affected by the administration of the Project.

4. For the purposes of assuring compliance with this Interlocal Agreement, representatives of the RDA shall have reasonable access to any area where the work for the Project is taking place without charge or fee and at normal business hours.

5. City shall carry out the Project work, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

6. The RDA shall provide the City with a contribution of Nine Hundred Thousand Dollars (\$900,000) to be utilized by the City for the Project. The RDA shall provide the RDA Contribution Funds to the City, provided that the City complies with the requirements of this Interlocal Agreement. The RDA shall not provide any additional funding for the Project other than the RDA Contribution provided herein. The RDA Contribution shall be treated as a loan, advancement of money or indebtedness for purposes of NRS 279.676(1)(b).

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 Interlocal 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.

7. When the City is in need of funds to be provided from the RDA, City shall furnish the Executive Director of the RDA with a requisition for the expenditure, which shows the amount, a description of the Project items completed, copies of related invoices and a statement from the City that the work was completed. The Executive Director will, during the next succeeding fifteen (15) business days review the disbursement request and the work (if applicable) performed to see if it complies with this Agreement. If the payment should be so made, the Executive Director shall approve the request and issue a check or have the amount requested transferred to the City.

8. If the cost of the Project, or any portion thereof, exceeds the amounts set forth in the City's contracts for the Project, City shall pay the amount of the excess from the City's own funds or any other funds obtained by the City or pledged to the City to pay any such excess, so long as such excess amounts are not paid from the RDA Contribution.

9. The RDA Contribution provided herein shall be available to be disbursed to the City for a period of two (2) years from the date of this Interlocal Agreement ("Effective Date") unless, upon request by the City, the term is extended by the RDA Governing Board. Except for any provisions which survive the expiration or termination of this Interlocal Agreement or any extensions of the term, this Interlocal Agreement shall terminate upon the satisfactory completion of those Projects to be funded by the RDA Contribution or the second anniversary date from the Effective Date, whichever occurs first.

10. The City covenants that it will allow the RDA Governing Board, its officers, employees or agents to inspect its books and records pertaining to the Project and this Interlocal Agreement at all reasonable times and upon reasonable notice.

11. 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.

12. If either Party fails to make any payment due hereunder within the time 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89101  
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the RDA at the above addresses.

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

By: \_\_\_\_\_  
Carolyn G. Goodman, Chairman

ATTEST:

\_\_\_\_\_  
Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

CITY OF LAS VEGAS

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

ATTEST:

\_\_\_\_\_  
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Date