

RESOLUTION NO. R-67-2025

A RESOLUTION OF THE LAS VEGAS CITY COUNCIL PURSUANT TO NRS 277.045 TO APPROVE A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS AND THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY TO PROVIDE THE HOUSING AUTHORITY SIX HUNDRED THOUSAND DOLLARS TO ASSIST IN PROVIDING GREEN SPACE FOR THE REDEVELOPMENT OF MARBLE MANOR, A HOUSING AND URBAN DEVELOPMENT MIXED-FINANCE DEVELOPMENT COMPLEX.

WHEREAS, the Southern Nevada Housing Authority (“SNRHA”) is the owner of the Marble Manor public housing development, which is to be redeveloped at 1310 West McWilliams Ave, Las Vegas Nevada, 89106 (APN 139-28-702-001); and

WHEREAS, SNRHA has requested financial assistance from the City of Las Vegas (“City”), to assist the SNRHA to develop green space to be located within and for the use of residents at the redeveloped Marble Manor, a HUD mixed-finance housing development complex; and

WHEREAS, the City agrees to provide Six Hundred Thousand dollars (\$600,000.00) and no more (“Greenspace Funds”) as a one-time payment for developing green space at Marble Manor, subject to all of the terms, covenants and conditions of the cooperative agreement approved by this Resolution, and attached to hereto as Exhibit 1 (the “Agreement”); and

WHEREAS, the Parties enter into this Agreement pursuant to the statutory authority granted by NRS 277.045, which enables “any two or more political subdivisions of the state” to “enter into a cooperative agreement for the performance of any governmental function” which includes “the payment of money”; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Las Vegas City Council hereby finds and determines that:

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1. The Agreement is hereby approved, and the City will provide a one-time payment of \$600,000.00 to the SNRHA as provided by, and subject to all terms and conditions of the Agreement;

2. Such payment will be processed for payment by the City not prior to July 30, 2026, upon receipt of a written request for such payment by the SNRHA;

3. The SNRHA understands that if this Agreement is terminated prior to the disbursement of funds, the SNRHA is not entitled to payment of such funds as the obligation to pay such monies does not accrue until July 30, 2026.

4. The Finance Department is hereby authorized and directed to disburse such funds to the SNRHA in accordance with terms and provisions of the Agreement.

PASSED, ADOPTED, AND APPROVED by the Las Vegas City Council this 17th day of September, 2025.

CITY OF LAS VEGAS

By: Shelley Berkley
Shelley Berkley, Mayor

ATTEST:

By: LuAnn D. Holmes
Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: James B. Lewis Date 9/3/25
Deputy City Attorney

EXHIBIT 1

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COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”) is made between the CITY OF LAS VEGAS, a political subdivision of the state of Nevada (the “City”) and the SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY (“SNRHA”), a regional housing authority created pursuant to NRS 315 et seq. (“SNRHA”). The CITY and the SNRHA are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

This Agreement is effective on the date signed by the City and SNRHA, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the “Effective Date”).

RECITALS

WHEREAS, SNRHA has requested financial assistance from the City, to assist the SNRHA to develop Greenspace (as defined at Article 2, herein) to be located within and for the use of City residents at a redeveloped Marble Manor, a HUD mixed-finance housing development complex (the “Project”).

WHEREAS, the SNRHA is the owner of the Project to be redeveloped at 1310 West McWilliams Ave, Las Vegas Nevada, 89106; APN 139-28-702-001 (the “Marble Manor” or the “Property”).

WHEREAS, the City agrees to provide Six Hundred Thousand dollars (\$600,000.00) and no more (“Greenspace Funds”) as a one-time payment for developing Greenspace at Marble Manor, subject to all of the terms, covenants and conditions of this Agreement. SNRHA agrees to accept Greenspace Funds for Greenspace expenses and for no other purpose.

WHEREAS, the Parties enter into this Agreement pursuant to the statutory authority granted by NRS 277.045, which enables “any two or more political subdivisions of the state” to “enter into a cooperative agreement for the performance of any governmental function” which includes “the payment of money.”

WHEREAS, the SNRHA agrees to comply with all applicable laws, ordinances, resolutions, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of Nevada, the CITY, and of any other political subdivision, agency or instrumentality exercising jurisdiction over CITY or SNRHA, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

1.1. TERM. Project expenses must be incurred during the period from when the Agreement becomes effective through June 30, 2030 (the “Project Term”). The City shall bear no liability to fund or provide payment for the Project in the event that Project Funds (as defined below) are not allocated or received for the Project Term.

1.2. GRANT. City will provide the SNRHA grant funding of Six Hundred Thousand Dollars and No/100 (\$600,000.00) in Greenspace Funds (the “Project Funds”) for eligible use expenses associated with the SNRHA’s program Marble Manor Redevelopment Greenspace as described in Article 2 (the “Program”) during the term of this Agreement.

1.3. CHANGES. Changes in the Scope of Use as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

**ARTICLE 2
SCOPE OF USE**

2.1. DESCRIPTION. The SNRHA agrees that it shall only use the Funds for the eligible uses to develop Greenspace at Marble Manor, to include, an accessible outdoor area with irrigated landscape plantings, an irrigated artificial turf area, a hardscaped area, a large shade structure, sidewalks, seating and lighting the (“Greenspace”). The SNRHA understands and agrees that no other uses of the Project Funds are permitted unless agreed to in writing by the Parties in an Addendum to this Agreement. The SNRHA is prohibited from charging the costs of ineligible uses or activities not associated with the Marble Manor Redevelopment Greenspace and from using Project Funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

**ARTICLE 3
FUNDING**

3.1. PAYMENT. This Agreement provides the Project Funds for a one-time payment to the SNRHA for the eligible expenses to develop Greenspace at Marble Manor. Payment will be processed on a lump sum basis on July 30, 2026 upon a written request for payment by SNRHA.

SNRHA agrees that it shall properly and timely use and spend the entire amount of Project Funds provided under this Agreement during the term of this Agreement. If the SNRHA fails to properly and/or timely use and spend any amount of Project Funds provided under the Agreement within that Project Term, then the SNRHA agrees to return the balance of the funds to the CITY within thirty (30) days of the termination of this Agreement.

**ARTICLE 4
REPORTING**

4.1 REPORTS. The SNRHA shall submit to the CITY monthly performance reports for each month during which these Project Funds are used. Monthly reports are due by the 15th of each month following the month in which the progress occurred. SNRHA acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

Monthly reports shall provide information on the activities occurring and accomplished. Specifically, monthly reports shall provide information on the status of the project, milestones, completion and other such information as required by the CITY as requested.

4.2 RETENTION. The SNRHA shall retain all records and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5)-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5)-year period, whichever occurs later. In the event the SNRHA ceases to exist, the SNRHA shall surrender to the CITY all of its records relating to this Agreement which will be retained

by the CITY for the required period of time.

SNRHA agrees to permit the CITY, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SNRHA's operation of the Project Funds. The SNRHA further understands and agrees that the inspection and audit would be exercised upon five (5) days written notice to the SNRHA. If the SNRHA records or books are not located within Clark County Nevada, SNRHA agrees to deliver the records or books to the address within the City of Las Vegas designated by the CITY.

ARTICLE 5 SUSPENSION AND TERMINATION

5.1 **DEFAULT/OPPORTUNITY TO CURE.** This Agreement can be terminated if SNRHA fails to comply with any term of the award. In addition, if during the term of this Agreement, the SNRHA:

- i) fails to use the Project Funds in the manner represented to the CITY in its application requesting funding and as required under this Agreement;
- ii) fails to defend, indemnify and hold the CITY harmless as required pursuant to this Agreement;
- iii) a petition in bankruptcy is filed by or against the SNRHA, an assignment by the SNRHA is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the SNRHA or its property, or the SNRHA is adjudicated to be bankrupt; or
- iv) fails to perform any of its other obligations required under this Agreement; and
- v) and the failure is identified in writing to the SNRHA, and such failure identified by the CITY is not remedied within twenty calendar twenty (20) days after the date of postmark on the written notice of default provided to the SNRHA, then the CITY may declare the SNRHA to be in default of this Agreement and implement any of the following remedies:
 - a) demand repayment of any Project Funds distributed but not spent to the SNRHA;
 - b) Withhold future awards for the Project Funds or any other program of the SNRHA;
 - c) Terminate the Agreement; or
 - d) Pursue any other legal or equitable remedy that may be available to the CITY.

After expiration of the cure period set forth above, any remedy selected by the CITY shall be implemented by written notice to the SNRHA stating the effective date of the remedy. If the CITY elects to terminate this Agreement as provided pursuant to this subparagraph 5.1, the SNRHA agrees and acknowledges that if so demanded by the CITY, the SNRHA shall repay Project Funds distributed but not spent as demanded by the City.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the CITY are cumulative, and the exercise by CITY of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the SNRHA. Any failures or delays by CITY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. SNRHA agrees that in the event of litigation to enforce this Agreement or

terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a default hereunder, the CITY shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

5.2 Termination for Convenience.

The CITY shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be by written notice from the CITY to the SNRHA specifying the extent and effective date of the termination. The CITY's sole liability under this Section is for payment of costs for goods and services requested by the CITY and actually performed by the SNRHA.

5.3 Status of the Project Funds upon Termination.

If the CITY terminates this Agreement, whether after a declared, uncured default or for convenience, prior to the CITY's payment of the Project Funds to SNRHA on July 30, 2026, the Parties acknowledge and agree that the City is not obligated to provide such Project Funds to the SNRHA. For the purposes of clarity, the SNRHA's right to receive the Project Funds does not accrue until 12:01 on July 30, 2026.

ARTICLE 6 INDEMNITY

7.1 INDEMNIFICATION. It is understood and agreed by the Parties that SNRHA hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SNRHA or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with the Project. SNRHA agrees to protect, defend, indemnify and hold harmless the CITY, its public officials, officers, employees, agents, and consultants from and against any and all liability, damages, claims, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character, including but not limited to, claims for contribution and/or indemnification for personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the SNRHA, its employees, agents, volunteers or contractors in connection with the Project (collectively referred to as "Claims") The SNRHA's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all reasonable attorneys' fees incurred by the CITY, its public officials, officers, employees and agents in the defense and/or handling of the claims and all reasonable attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph. SNRHA agrees that it is assuming the sole risk of any Claims related to the contraction by SNRHA's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the Project and that SNRHA's indemnity obligations contained herein cover any such Claims. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

It is expressly agreed that the SNRHA shall defend the CITY at SNRHA's expense, by legal counsel reasonably satisfactory to CITY, against the Claims and in the event that the SNRHA fails to do so, the CITY shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including reasonable attorney's fees and court costs, to the SNRHA. SNRHA's obligations under this Section shall survive any termination of this Agreement.

These provisions shall in no way be limited by any financial responsibility, and shall survive the termination of this Agreement. SNRHA acknowledges and agrees that the CITY shall not provide Indemnity or otherwise save, hold harmless, or defend the SNRHA in any manner.

**ARTICLE 8
MISCELLANEOUS**

8.1 NOTICE. Except as otherwise provided by law, all notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Any party from time to time, by notice to the other party given as set forth above, may change its address for purpose of receipt of any such communication:

City: Arcelia Barajas, Director
Department of Neighborhood Services
City of Las Vegas
City Hall, 3rd Floor
495 South Main Street
Las Vegas, Nevada 89101

SNRHA: Lewis Jordan, Executive Director
Southern Nevada Regional Housing Authority
340 N 11th Street
Las Vegas, Nevada, 89101

With a copy to:

Reno & Cavanaugh, PLLC
455 Massachusetts Ave, NW
Suite 400
Washington, DC 20001
Attn: Megan Glasheen, Esq

8.2 NO AGENCY. The City nor SNRHA are the legal representative of the other party for any purpose whatsoever. Neither party has any right or authority to assume or create any obligation or responsibility, express or implied, to make any commitments on behalf of the other party may not bind and the organization in any manner.

8.3 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. SNRHA acknowledges that the CITY has an obligation to ensure that public funds are not used to subsidize private discrimination. SNRHA recognizes that if SNRHA or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, CITY may declare SNRHA in breach of contract and terminate this Agreement.

In connection with the performance of work under this Agreement, SNRHA agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In accordance with the Immigration Reform and Control Act of 1986, SNRHA agrees that it will not employ unauthorized aliens in the performance of this Agreement.

8.4 LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the United States of America and of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof.

8.5 NO THIRD PARTY BENEFICIARY RIGHTS. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

8.6 COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

8.7 ECONOMIC OPPORTUNITIES. Economic Opportunities for Moderate, Low- and Very Low-income Persons. The SNRHA shall ensure that employment and other economic opportunities generated by the eligible use expenses shall, to the greatest extent feasible, be directed to moderate, low- and very low-income persons with an emphasis on city of Las Vegas residents.

8.8 DRUG FREE WORKPLACE. The SNRHA shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

8.9 PUBLICITY. Any publications produced with Project Funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by a grant from the City of Las Vegas."

8.10 AMENDMENTS. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the CITY and the SNRHA.

8.11 NO ASSIGNMENT. The SNRHA may not assign any part of its rights or obligations in this Agreement and shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of CITY. Any such assignment of rights or contracts without written consent of CITY shall be void and shall result in the forfeiture of all Project Funds, or any part thereof, as determined by CITY. SNRHA was chosen on the basis of characteristics unique to the SNRHA. CITY shall have the right, in its sole and absolute discretion, to withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

8.12 **BINDING EFFECT.** The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

8.13 **SEVERABILITY.** If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

8.14 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties for the use of Project Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to the CITY'S allocation of funding to SNRHA.

8.15 **RECITALS.** The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

8.16 **PROVISIONS.** Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

8.17 **OWN EXPENSE.** Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

8.18 **CITY LIABILITY.** It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of the CITY in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

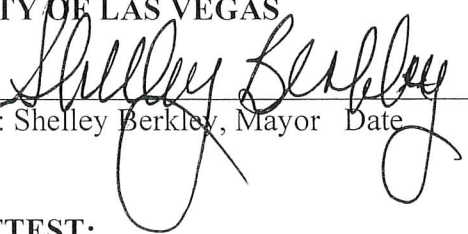
8.19 **INTERESTED PARTY.** An official of the CITY, who is authorized on behalf of the CITY to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the CITY, who is authorized on behalf of the CITY 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. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the CITY may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

8.20 **PUBLIC RECORDS.** The CITY is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The CITY's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

8.21 TIME OF ESSENCE. Time is of the essence of each provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.


CITY OF LAS VEGAS

 10-1-25
By: Shelley Berkley, Mayor Date

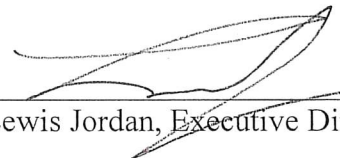
ATTEST:

 10/1/25
By: Dr. LuAnn D. Holmes, MMC, City Clerk Date

APPROVED AS TO FORM:

 9/3/25
By: Deputy City Attorney Date
CITY OF LAS VEGAS

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: 
Lewis Jordan, Executive Director Date