

## **PARKING LOT REIMBURSEMENT AND OPERATING AGREEMENT**

This PARKING LOT REIMBURSEMENT AND OPERATING AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS (the "City") and 300 STEWART AVENUE CORPORATION, LLC, a Nevada limited liability company d/b/a The Mob Museum ("300 SACC"). The City and 300 SAC are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by all Parties, as long as the date signed by the last party is within sixty (60) calendar days of the first party (the "Effective Date").

### **RECITALS**

WHEREAS, pursuant to Nevada Revised Statutes Chapter ("NRS") 217A, Tourism Improvement District Law, the City previously authorized the creation of the Nevada Tourism Improvement District (Fourth Street and Stewart Avenue) (the "District") more specifically described in Las Vegas City Council Bill No. 2009-36, Ordinance No 6058, approved by the Las Vegas City Council on September 6, 2009 (the "Ordinance"); and

WHEREAS, within the District, 300 SAC operates The Museum of Organized Crime and Law Enforcement (the "Mob Museum") and wishes to construct and operate a parking lot adjacent to the Museum and within the District as depicted on the map attached hereto as **Exhibit A** (the "Parking Lot"); and

WHEREAS, pursuant to NRS 271A.120(1)(b), the City is authorized to enter into agreements with one or more governmental entities or other persons to reimburse that entity or person for the cost of acquiring, improving or equipping, or any combination thereof, any project, which may contain such terms as are determined to be desirable by the governing body of the municipality; and

WHEREAS, pursuant to NRS 271A.120(1)(b), the Parties intend that the City will provide to 300 SAC a portion of the proceeds of taxes pledged by the Ordinance remitted to the City ("TID Funds") in order to reimburse the construction costs of the Parking Lot.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between Parties that the foregoing Recitals are true and correct, and further agreed as follows:

### **AGREEMENT**

#### **I. PURPOSE**

A. The Parties desire to enter this Agreement to set forth the specific terms and conditions of remittance by the City of TID Funds to 300 SAC for reimbursement of costs related to construction of the Parking Lot.

#### **II. CITY AGREES:**

A. to remit TID Funds to 300 SAC for the reimbursement of reasonable and actual costs of constructing and equipping the Parking Lot.

#### **II. 300 SAC AGREES:**

A. to comply with the provisions of NRS 338.013 to 338.090, inclusive, in accordance with NRS 271A.130, in the construction of the Parking Lot. The 300 SAC contractor selected to construct the Parking Lot use City provided access to LCPTracker to document payment of prevailing wages.

B. to submit reasonable documentation of reasonable and actual cost of constructing and equipping the Parking Lot to the City for reimbursement in a timely manner.

C. that, once operational, the Parking Lot will be open for public use at least 340 days per calendar year.

D. to adopt Parking Lot use rates consistent with Downtown market rates. For avoidance of doubt, 300 SAC will be allowed to validate parking for Mob Museum customers, but will not be able to offset such validation by adopting non-market rates for regular public customers.

E. to maintain operation of the Parking Lot for the remaining term of the District and, if the Parking Lot is permanently closed or removed for any reason prior to the end of the District term, to reimburse the City for all TID Funds received by 300 SAC related to the Parking Lot. Routine maintenance that requires short-term closure of the Parking Lot that including by way of example and not limitation, cleaning, sealing, and restriping, and short-term closure due to special events shall not be considered a "failure to maintain operation of the Parking Lot" under this Section.

F. to use best efforts to develop the Parking Lot in a manner that enhances the appearance of the area through the use of landscaping or other architectural components.

### **III. IT IS MUTUALLY AGREED:**

A. that this Agreement shall remain in effect from the Effective Date set forth above until the termination of the District.

B. that each party hereto agrees to be responsible for any and all claims and liability from legal action, damages, loss, liability, and any other expenses (including attorney fees) resulting from the acts or omissions of its respective public officials, officers, employees, agents, contractors, or persons claiming through it, committed in the performance of this Agreement. In no event shall the language herein constitute or be construed as a waiver or limitation of each party'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, including the limitations set forth in NRS Chapter 41.

### **IV. MISCELLANEOUS**

#### **A. NOTICE.**

Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) 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 (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx. All notices shall be effective upon receipt by the party to which notice is given. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

If to City:                      Attn: City Manager  
City of Las Vegas  
495 S. Main Street, 7<sup>th</sup> Floor  
Las Vegas, NV 89101  
(702) 229-6011

If to 300 SAC:                      Attn: Jonathan Ullman  
The Mob Museum  
300 Stewart Avenue  
Las Vegas, NV 89101  
(702) 828-1365

#### **B. ENTIRE AGREEMENT; SECTION AND PARAGRAPH HEADINGS**

This Agreement represents the entire and integrated agreement between the City and 300 SAC. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

C. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Contract, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. 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.

D. WAIVER

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of either party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of a party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E. ASSIGNMENT

Except as otherwise contemplated in this Agreement, neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

F. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Nevada. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to reach a resolution, the dispute shall be submitted to binding arbitration.

G. FORCE MAJEURE

Neither party hereto shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government quarantine restrictions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.

H. SEPARATE PARTIES

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party hereto is and shall be separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

I. NO THIRD PARTY BENEFICIARIES

No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

J. PUBLIC RECORDS/CONFIDENTIALITY

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

K. AUTHORITY

The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

L. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

M. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement. Each party hereto agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]

**PARKING LOT REIMBURSEMENT AND  
OPERATING AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as  
of the Effective Date.

**CITY OF LAS VEGAS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Carolyn G. Goodman  
Title: Mayor

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: LuAnn D. Holmes, MMC  
Title: City Clerk

Approved as to Form:

By: John S. Ridilla



Date: 11/27/23

Printed Name: John S. Ridilla  
Title: Assistant City Attorney

**300 STEWART AVENUE CORPORATION**

By: [Signature]

Date: 11-16-2023

Printed Name: Jonathan Ullman

Title: President & CEO

Approved as to Form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

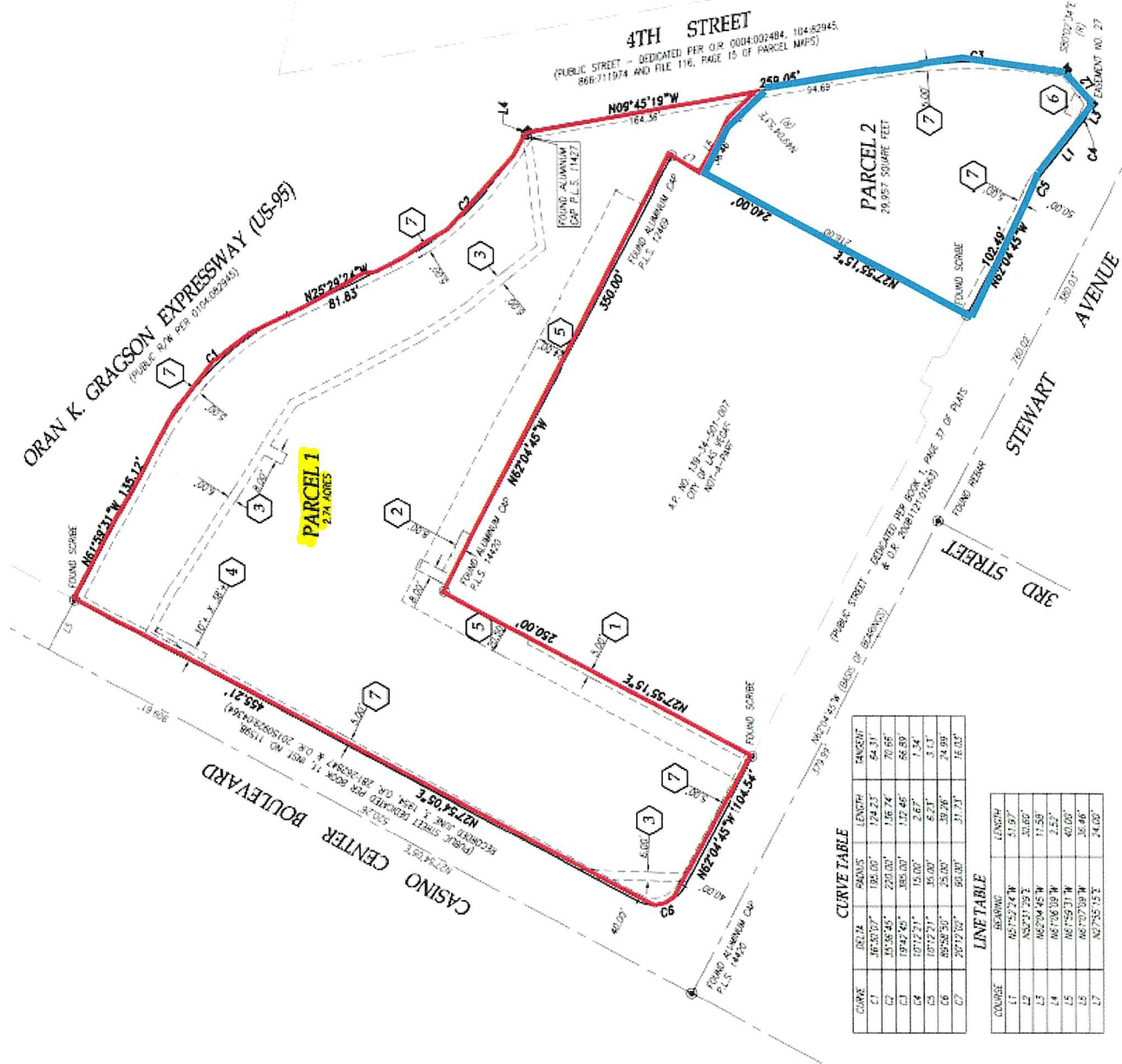
Title: \_\_\_\_\_

**PARKING LOT REIMBURSEMENT AND  
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**EXHIBIT A**

PARKING LOT MAP

EXHIBIT A COVER PAGE





**TMM**  
**CONCEPTUAL**  
**DESIGN ONLY -**  
**NOT FINAL**

