

**OPERATING AGREEMENT  
BETWEEN  
THE CITY OF LAS VEGAS AND LAS VEGAS ECONOMIC RECOVERY  
CORPORATION**

This Operating Agreement ("Agreement") is made and entered into this\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and LAS VEGAS ECONOMIC RECOVERY CORPORATION, a Nevada non-profit corporation (hereinafter the "Corporation"). City and Corporation may be referred to herein singularly as a "Party" and collectively 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 thirty (30) calendar days of the first Party (the "Effective Date").

**RECITALS**

WHEREAS, the purpose of this Agreement is to set forth certain guidelines for the administration and management of the Corporation and to provide for operating funds to the Corporation in order to implement the goals and objectives of the Corporation.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the Parties hereto, the City and the Corporation agree to the following:

**1. TERM.** This Agreement shall commence upon approval by the City and shall continue in effect until terminated by the Corporation or the City. Either Party may terminate this Agreement by providing the other Party with a written notice to terminate at least sixty (60) days from the date of receipt of the written notice.

**2. GUIDELINES OF THE CORPORATION.**

A. To the extent that such laws are applicable, the Corporation shall abide by all applicable State of Nevada laws, including, but not limited to, the Open Meeting Law in NRS Chapter 241 and Open Records Law in NRS Chapter 239.

B. The Corporation shall not enter into any contract where the expenditure of funds shall exceed one hundred thousand dollars (\$100,000) without the prior approval of the City. The Corporation shall have the right to enter into individual agreements and contracts which are less than the accumulated limit of one hundred thousand dollars (\$100,000) annually and are consistent with the Corporation's Operating Budget. The Corporation shall obtain assurance of the availability of funds from the City's Finance Director in a reasonably timely manner prior to entering into contracts which are funded with funds from the City.

C. In any fiscal year, the Corporation shall not incur any cost or expense which exceeds the total funds provided by the City as evidenced in the current Operating Budget without the prior approval of the City. The City Manager is authorized to approve the

augmentation of funds not to exceed fifty thousand dollars (\$50,000) of the Operating Budget. Any augmentation of funds exceeding fifty thousand dollars (\$50,000) shall require the approval of the City Council.

### **3. OPERATING FUNDS.**

A. The City agrees to review and approve the amount of funds to be funded to the Corporation as set forth in the Operating Budget. The Parties shall make appropriate adjustments during the review process of the Proposed Operating Budget.

B. The City agrees to provide certain funds on an annual basis to the Corporation in accordance with the approved Operating Budget. The source of the City's funds shall be indicated on the Operating Budget. If agreeable to both parties, the City shall cause the disbursement of funds to be deposited to the order of the Corporation with a commercial bank designated by the Corporation as its depository.

The Corporation agrees that any request for funds will be consistent with the approved Operating Budget for the current fiscal year.

### **4. RIGHT TO REVIEW AND AUDIT.**

A. The Corporation agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting standards and to retain all records and supporting documentation applicable to this Agreement.

B. The Corporation agrees to permit the City or the City's 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 the Corporation's operation hereunder. The Corporation further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

### **5. WAIVER.**

Failure of either Party to object to any default or to any other act of omission of the other which is in violation of the terms of this Agreement shall not be deemed to be a waiver of the right to object to any subsequent default, act or omission.

### **6. NOTICES.**

Any notice or request for approval to be served under the terms of this

Agreement must be (1) hand-delivered; or (2) deposited in the United States mail, postage prepaid, to the following:

CITY:	City of Las Vegas Attention: City Manager 495 S. Main Street, 7th Floor Las Vegas, Nevada 89101
CORPORATION:	Las Vegas Economic Recovery Corporation Attention: President c/o Economic and Urban Redevelopment Dept. 495 S. Main Street, 6 <sup>th</sup> Floor Las Vegas, Nevada 89101

Notice or request for approval served pursuant to above shall be deemed received upon receipt if hand-delivered or forty-eight (48) hours after the time such notice is deposited in the United States mail.

**7. ASSIGNMENT.** Corporation shall not assign this Agreement or any rights accruing to Corporation hereunder without the written consent of the City.

**8. ENTIRE AGREEMENT.** Unless amended by the parties, this Agreement states the entire understanding of the Parties and that they have entered unto no collateral contracts, agreements, warranties or understandings. 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.

**9. TERMINATION.** Any breach by Corporation of the terms, condition or covenants of Corporation herein contained shall be grounds for immediate termination of this Agreement by City. The Agency may waive any breach and demand performance by Corporation in accordance with the terms of this Agreement. The foregoing remedy of City is in addition to and not exclusive of any other remedy recognized by law.

**10. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is entered into in Nevada and is to be governed by the laws of the State 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.

IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first above written.

CITY OF LAS VEGAS

By \_\_\_\_\_  
SHELLEY BERKLEY, Mayor

ATTEST:

\_\_\_\_\_  
Dr. LuAnn Holmes, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Crislove A. Igeleke  
Deputy City Attorney

Las Vegas Economic Recovery Corporation

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