CONTRACT MODIFICATION No. 2

LEGISLATIVE AND GOVERNMENTAL RELATIONS CONSULTING SERVICES

THIS MODIFICATION No. 2 is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS. (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Ball-Janik, LLP (hereinafter the "Company"), an Oregon Limited Liability Partnership having its principal office at 1 Main Street, Suite 1100, Portland, Oregon 97204.

RECITALS

WHEREAS, the parties hereto entered into the Legislative and Government Relations Consulting Services contract dated December 3, 2003, which was subsequently amended by Modification No. 1 dated April 2, 2008 (collectively the "Contract"), and

WHEREAS, the parties hereto desire to further modify the Contract to change the expiration date of Option 2 from December 31, 2009 to June 30, 2009 and allow for additional annual renewals and to incorporate Modifications 1 and 2 into the Amended and Restated Contract set forth below, and

WHEREAS, with the execution of the Modification No. 2 by the parties hereto, the Amended and Restated Contract set forth below will replace and supplant the Contract dated December 3, 2003, and all of the subsequent amendments thereto.

NOW, THEREFORE, in consideration of the foregoing and other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Contract shall be amended and restated in its entirety to read as follows:

The Contract between the City and the Company dated December 3, 2003, with its Modification No. 1 dated April 2, 2008 is hereby modified as follows in the Amended and Restated Contract attached and dated the same as this modification:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-23-09
Date

BALL JANIK, LLP

Steve Ringwood, Partner
JAMES A. BEALL
Managing Partner for James Beall

"Company"

Legislative and Governmental Relations Consulting Services

THIS CONTRACT is being entered into this _____ day of _____, 2009 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BALL JANIK, LLP (hereinafter the "Company") having its principal office located at 101 SW Main Street, Portland, Oregon 97204.

SECTION A – Contract Form

This Contract consists of Sections A through F of this document. The subject matter of this Contract is the performance of Legislative and Governmental Relations Consulting Services for the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(f) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(g) *"Legislative and Governmental Relations Consulting"* means contracted consulting services including lobbying, monitoring, and miscellaneous activities performed in the Federal Government environment for the benefit of the City of Las Vegas.

(h) *"Lobbying"* means the process of educating Federal legislators/regulators and using a Company's knowledge of the legislative/regulatory process to effect outcomes in keeping with City goals.

(i) *"Monitoring"* means the process of tracking an issue, subject or industry throughout the legislative and/or regulatory process.

(j) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(k) *"Principal Consultant"* means the Company employee whose services are committed to the management and performance of this Contract.

(l) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

This Contract provides for the payment of a firm fixed price fee for monthly services, with reimbursement for specified expenses. This is a Non-exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company a Monthly Fee for services as follows:

Item	Description	Performance Period	Monthly Fee
A1	Consulting Services	1/1/04 – 12/31/05	$11.500.00
A2	Consulting Services	1/1/06 – 12/31/07	$12,075.00
A3	Consulting Services	1/1/08 – 12/31/09	$14,575.00
A4	Consulting Services	1/1/10 – 6/30/10	$12,500.00
A5	Consulting Services	7/1/10 – 6/30/12	$12,500.00
A6	Consulting Services	7/1/12 – 6/30/14	$12,500.00

(b) The City will pay the Company's Reimbursable Expenses, subject to the limitations stated in Paragraph B-4, below, up to the following amounts per period noted:

Item No.	Description	Performance Period	Period Limit
B1	Reimbursable Expenses	1/1/04 – 12/31/05	$30,000.00
B2	Reimbursable Expenses	1/1/06 – 12/31/07	$30,000.00
B3	Reimbursable Expenses	1/1/08 – 12/31/09	$30,000.00
B4	Reimbursable Expenses	1/1/10 – 6/30/10	$ 5,000.00
B5	Reimbursable Expenses	7/1/10 – 6/30/12	$20,000.00
B6	Reimbursable Expenses	7/1/12 – 6/30/14	$20,000.00

(c) Ninety (90) days prior to the expiration of a performance period, the Company may submit a proposal to the City for a Price Revision, detailing an increase or decrease in the monthly fee and/or reimbursable expenses limit for the upcoming period. The Company shall include a fully documented rationale for the proposed Price Revision, including a demonstration of the performance achievements the Company has produced for the City. Upon submission of the proposal, the City and the Company shall enter into negotiations for a potential Price Revision. Any increase shall in no circumstances exceed five percent (5%). Price Revisions, if any, shall be effected by a written modification to the Contract and made retroactive to the beginning of the affected performance period. Should the City and the Company fail to reach an agreement on a Price Revision, the Company may provide ninety (90) day written notice to the City and terminate performance at the end of the notice period. Payments during the notice period will be made at the existing prices.

B-4 Reimbursable Expenses

(a) Reasonable travel expenses will be paid when services are performed on behalf of the City. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, and other travel expenses if they are reasonably related to accomplishment of this Contract. The Company generally shall coordinate all travel in advance with the City's Project Manager.

(b) The City will reimburse other reasonable expenses, when authorized by the City's Project Manager, provided such expenses are directly related to performance of the Contract. The City will not reimburse expenses that are included in the Company's overhead accounts, in accordance with the Company's normal accounting practices. Other expenses specifically excluded from reimbursement are: incoming/outgoing faxes, office supplies, and expenses not solely for the benefit of the City (unless fairly and clearly apportioned).

(c) The Period Limit stated in B-3 above is the maximum amount which the Company may claim for reimbursement during any performance period.

B-5 Performance/Delivery

Performance periods shall be as outlined in Section B-3 above. The City is not committed to exercising future performance periods. The City shall provide written notice to the Company of its option to extend the Contract for a performance period; the Company may not assume an automatic renewal. Exercise of a performance period option does not commit the City to exercise further options. Additional performance periods may be added to the Contract by mutual agreement of both parties in accordance with Section E-14 (Modification/Amendment). Schedules for submittal of deliverables are set forth in Paragraph C-5 (Deliverables).

B-6 Invoices

(a) The Company shall submit an invoice to the City by the twentieth (20^{th}) of each month for the previous month's charges. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;

(iii) description/summary of services performed;
(iv) performance dates covered;
(v) the associated purchase order number;
(vi) receipts for Reimbursable Expenses; and
(vii) Monthly Report

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

SECTION C – Statement of Work

C-1 General Scope of Services

(a) The Company shall provide all personnel and materials required to perform the services set forth in this Contract. The Company shall, at all times during the term of this Contract, act as an advocate of the City's interests in Washington, D.C. The Company shall provide an on-going presence at the United States Congress and provide constant contact with Federal agencies in an effort to promote the interests of the City in legislative and regulatory matters.

(b) The Company shall advocate the City's position on all matters having a potential impact on the City, or which may provide an opportunity for funding or programmatic assistance.

(c) The Company shall maintain flexibility in its use of resources, and shall realign its areas of focus as the City's interests and needs change over the term of this Contract.

(d) The Company shall perform Contract services in accordance with their proposal set forth in Attachment 2, and the terms of Sections A through E of this Contract.

C-2 Annual Federal Legislative Agenda

(a) The Company shall work with the Project Manager, and other City officials, during the last quarter of each calendar year to develop a plan that thoroughly and clearly sets forth the City's Federal agenda for the next year. The Company shall meet with each City Department to identify legislative issues, appropriation requests and other topics of Federal interest.

(b) The Annual Federal Legislative Agenda will outline the City's current Federal priorities and areas of interest. The Agenda will identify major issues that may affect the City and which are expected to be debated by Congress or the Administration. The Agenda shall include, but not be limited to, Appropriation Requests, Legislative Issues, Public Lands, Legislative Topics of Interest, and Transportation Reauthorization Projects.

(c) The Company shall work with each of the Nevada Congressional Delegation offices to input the City's appropriations requests into their tracking systems.

(d) The Company shall work independently, or with City staff, to present the Annual Federal Legislative Agenda's to each of the Nevada Congressional Delegation offices.

(e) The City's Annual Federal Legislative Agenda is subject to change throughout the year as changes occur in the economy and/or national priorities that impact current Federal activity. The Company shall perform its services in conformance with such revisions.

C-3 Lobbying Services

(a) The Company shall engage in a proactive effort to educate Federal legislators and regulators regarding the interests of the City. The Company shall undertake this effort, using the Company's knowledge of the legislative and regulatory processes and participants, to affect outcomes in keeping with the City's interests and goals. The Company shall, at all times, perform these services in keeping with the requirements of Federal, State and local lobbying statutes and regulations, and shall in no circumstances engage in activities which would negatively reflect upon the ethical or business reputation of the City.

(b) The Company shall communicate with members of the Nevada Congressional Delegation on behalf of the City, and shall work with members of the Delegation on specific lobbying activities that benefit the City.

(c) The Company shall attend committee hearings and public functions specifically associated with the identified interests of the City, and shall promote the interests of the City at these forums. The Company shall meet with members of Congress and congressional committee staff, as well as officials and staff of executive departments to generate support for the City's position on legislative/regulatory matters.

(d) The Company shall monitor all Federal legislation impacting the areas of interest set forth in the City's Annual Federal Legislative Agenda. These monitoring services shall include screening bills for legislation that may impact the City, reporting the progress of legislation potentially impacting the City, reporting budget actions of interest, reporting funding opportunities, reporting the progress/outcome of committee hearings, reporting of opposition arguments, reporting significant information appearing in Congressional media, and reporting on legislative voting records. The monitoring services also shall include reporting of routine regulatory activities, agency and Congressional staff activities, funding activities, and special regulatory initiatives of executive departments.

(e) The Company shall review and comment on proposals of the City which are being prepared for submission to federal agencies, when requested by the Project Manager. The Company shall recommend and perform appropriate liaison and follow-up work to obtain the most favorable consideration of such proposals.

(f) The Company shall monitor the efforts of the National League of Cities, US Conference of Mayors, and other state and local organizations on behalf of the City. The Company shall provide updates on current legislative activities of the organizations and make recommendations for appropriate City action if required.

C-4 Miscellaneous Services

(a) Washington D.C. Travel: The Company shall act as a liaison for members of the City Council or other City officials during their visits to Washington. The Company shall coordinate the travel/meeting arrangements for such visits when requested by the Project Manager. Such arrangements may include arranging hotel accommodations and transportation, setting up meetings/briefings with appropriate Congressional or Executive Department officials, and providing appropriate social forums for introducing City officials to members of Congress or other individuals expected to impact City interests. The Company shall prepare briefing materials and/or conduct briefings for City officials during such visits. The Company is not authorized to incur reimbursable costs under this Contract for the sponsorship of political fundraising events, nor is it authorized to utilize City personnel, material or facilities for such events.

(b) Travel to Las Vegas: The Company shall travel to Las Vegas to provide briefings to City officials when requested by the Project Manager.

(c) Special Events: The Company shall perform planning activities for special events and projects that are reasonably related to the accomplishment of this Contract.

C-5 Deliverables

(a) The Company shall provide a Monthly Report that details specific activities undertaken by the Principal Consultant, or other Company employees, on behalf of the City. The report should include a description of services/activities performed, expected or actual results of the activity undertaken, and future projected activities. Emphases should be placed on those activities that produce identifiable, direct results for the City. The report should address specifics, such as people contacted, committee hearings attended, and specific outcomes. The report should also contain an outline of the status of significant legislation. The report shall be submitted with the Company's invoice each month.

(b) The Company shall provide special reports or draft correspondence for the City, when circumstances warrant or when specifically requested by the Project Manager. The Project Manager will establish reasonable completion dates for these tasks.

(c) The Company shall provide an annual presentation to the City Council on current federal legislative activity.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue, First Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Ball Janik, LLP
James A. Beall, Managing Partner
101 SW Main Street
Portland, Oregon 97204
Fax: (503) 295-1058

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence may be directed to the Project Manager or the Principal Consultant, as appropriate.

D-2 Project Manager/Principal Consultant [CAO-7/24/08] [R]

(a) The City designates Ted Olivas as Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, will provide guidance regarding the City's goals and policies, and will coordinate all trips made between Las Vegas and Washington, D.C. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates M. Victoria Cram as Principal Consultant for this Contract. The Principal Consultant cannot be replaced without the written consent of the Project Manager. The Principal Consultant shall be the point of contact for all performance matters arising under this Contract. The Principal Consultant shall be available to meet with the Project Manager to discuss performance status or issues as the need arises. The Principal Consultant shall ensure that all contract and performance matters are coordinated with the Project Manager. The Company shall assign such other personnel as necessary to meet the requirements of this Contract.

(c) The Company shall be responsible for maintaining standards of employee competence, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Company is expected to promote the interests of the City, and may entertain a request from the City to replace a Company employee with an individual possessing similar qualifications should the City reasonably conclude that the employee may not be adequately representing the interests of the City.

D-3 Performance Reviews

(a) During the term of this Contract, the Company's compliance with the specific provisions of the Contract is subject to review by the City. Should deficiencies be found, the Company shall correct the deficiencies in a commercially reasonable period of time. Uncorrected material deficiencies may be subject to the provisions of Paragraph E-4 (Termination for Default)

(b) If continuing non-material deviations from expected performance are found, the City may terminate the Contract in whole or in part with no liability to the City. Should the City determine that the performance deviations are material, the City reserves the right to terminate for default.

D-4 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-5 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-6 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-7 Conflict of Interest – Clients

(a) Company shall not perform services for the City should there be a direct, material conflict between the City's interests and the interest of another of the Company' clients. Should a potential conflict become known the Company shall immediately inform the Project Manager, who will make a determination regarding the extent and impact of the conflict. The Company shall take action to mitigate the effect of the conflict, and the City reserves the right to immediately terminate the Contract should the City determine that the conflict is material.

(b) The Company shall inform the City regarding representation of any entity that supports anti-gaming legislation/regulation, or that supports the storage of nuclear waste in Nevada.

(c) The Company has a continuing obligation, during the entire term of this Contract, to disclose any potential conflicts of interest. The Company is expected to zealously promote the interests of the City.

D-8 Order of Precedence [CAO-7/24/08]

In the event of conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Exceptions to this order of precedence will be addressed through specific language in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution

whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

  (i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
  (ii) Make progress, so as to endanger performance of this Contract; or
  (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance: [CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company 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 attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract 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 Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, 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 Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures.

The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any provision of this Contract void shall in no way affect the validity or enforceability of any other provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract 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 Contract from being void should a provision which is of essence to this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract 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.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) 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 Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

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 Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	08/05/08	2
Attachment 2	Original Proposal for Services [Paragraph C-1(e)]	10/14/03	5

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S Sylvain 11-23-09
Deputy City Attorney Date

BALL JANIK, LLP

Theresa Ringwood, Partner
JAMES A. BEALL, Managing Partner for James Beall
"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

(FOR CONSULTING SERVICES ONLY)

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
	Subject Matter of Contract/Agreement
Name **Ball Janik, LLP**	**Legislative and Governmental Relations Consulting**
Address 1455 F St., NW, WDC 20005	
Telephone 202-638-3307	
EIN or DUNS 93-0814349	**Contract No. 040085-LR**

Block 3 Type of Business

☐ Individual ☒ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: one

Block 5 **Disclosure of Ownership and Principals – Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: 11-24-09 Partner list

Date of Attached Document: 11-24-09 Number of Pages: one

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

M. Victoria Cram
Name

November 24, 2009
Date

Subscribed and sworn to before me this 24th day of November, 2009

Notary Public

PAMELA J. SMITH
District of Columbia
My Commission Expires
January 14, 2011

BALL JANIK LLP

PARTNER LIST
November 24, 2009

Dina E. Alexander
Richard H. Allan
James A. Beall
Bruce H. Cahn
Dwain M. Clifford
Laura C. Cooper
David W. Criswell
Jeffrey C. Gardner
Mark G. Jackson, P.S.
Stephen T. Janik
Phillip E. Joseph
Dana L. Krawczuk
Kevin S. Mapes
James T. McDermott
Bradley S. Miller
Jack L. Orchard
Timothy M. Parks
James C. Prichard
Barbara W. Radler
Irene L. Ringwood
Sarah J. Ryan
Richard J. Stone
Brad T. Summers
Lisa M. Umscheid
Christopher M. Walters
Robert W. Wilkinson

BALL JANIK LLP

ATTORNEYS

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TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

VICTORIA CRAM
GOVERNMENT RELATIONS CONSULTANT

vcram@dc.bjllp.com

October 14, 2003

BY OVERNIGHT DELIVERY

Ms. Kami Dempsey
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, NV 89101

Dear Kami:

I am writing in response to your request for information on lobbying services that Ball Janik LLP could provide to the City of Las Vegas for 2004. As you know, we have been honored to represent the City in Washington DC for the last three years. We look forward to continuing to work with you and others on the excellent City Staff as well as with the Mayor and City Council.

BALL JANIK LLP

The partnership of Ball Janik LLP is a Portland, Oregon-based law firm of more than fifty attorneys and professional lobbyists with offices in Washington, D.C. and Portland and Bend, Oregon. For twenty years Ball Janik's attorneys and government relations professionals have aggressively developed and implemented effective, cost-efficient solutions to our clients' legal and government related problems. The government relations practice group is actively growing and includes 15 professional lobbyists and attorneys based primarily in Washington, D.C. Ball Janik is known for taking a practical, business oriented approach to resolving clients' problems.

The Washington DC office focuses its efforts on the processes of Congress and the executive agencies. We specialize in federal government representation in the areas of transportation, economic development, natural resources, appropriations and local governments. We are in daily communication with both our clients and the Congressional delegations with whom we work. We ensure that our clients understand and are comfortable with all of the nuances of the legislative and administrative processes, and that strategies are jointly developed to maximize success. Ball Janik takes a low profile approach to its representation ensuring that

clients and Members of Congress receive the credit for all successes while the Firm focuses on the day-to-day aspects of the clients' federal agenda.

Ball Janik LLP has grown to become one of the premier federal lobbying practices in the Western states and attributes its success to attracting experienced, capable lobbyists who demonstrate expertise relating to federal issues, a logical management system that ensures a responsible professional and Project Manager for each client as well as an effective system for monitoring and controlling costs to the clients.

We would propose that the same team that has worked on the City's issues for the past three years continue in this capacity. I would be the Project Manager for the City and would perform the bulk of the City's work, but would be ably assisted by Eric Mondero and Sean Dalton. As you are aware, Eric and Sean have extensive appropriations experience each having formerly served on the staff of House Appropriations Subcommittee Chairs. We would be assisted by Pat Wilson's paralegal services and Pam Smith's administrative aid.

The City could also tap into the expertise of other Ball Janik professionals if appropriate. For example, Rich Nolan heads up our land use practice in DC and has extensive experience with the land management agencies as well as the Congressional authorizing committees and appropriators. Rich currently represents several counties and a city on land use issues. He is very active with the Bush Administration on land use issues, representing the forest products industry on the Healthy Forests Initiative. Rich is in daily contact with the Bureau of Land Management's Washington DC office at the Secretary and Assistant Secretary level as well as the US Fish and Wildlife Service and the US Forest Service. In addition, Rich works closely with the Appropriations Committee Chairmen in the House and Senate on BLM funding issues and has an excellent relationship with both the House Resources Committee and the Energy and Natural Resources Committee in the Senate who manage all authorizations for the BLM.

Ball Janik recently added a former senior DOD official and experienced lobbyists to its staff with experience in base closure. Jay Spiegel brings significant knowledge in the base closure process. While another round of base closures is scheduled to occur in the coming year, Jay is prepared to help Nellis Air Force Base deal with the 2005 Base Realignment and Closure ("BRAC") process. The 2005 BRAC process has already begun, with the Pentagon required to publish by the end of this year its criteria for evaluating installations for closure. Several Air Force bases will undoubtedly close as a result of BRAC 2005 and we have seen suggestions that the Air Force may want to close or downsize Nellis. Accordingly, we are prepared to assist you in securing your objectives for the BRAC process.

Our bi-partisan lobbying team combines demonstrated legislative accomplishments for the City, as well as an existing and warm working relationship with the members of the Nevada Congressional Delegation, and over twenty years of experience in urban client representation. Further, as the firm represents no other Nevada entities, we enjoy the independence necessary to avoid conflicts among competing jurisdictions and municipalities within the State of Nevada.

BALL JANIK ACCOMPLISHMENTS

As I write, the Fiscal Year 2004 appropriations process is not yet complete. It is likely that there will be an omnibus appropriations bill for the remaining unfinished appropriations bills and the timing for completion is uncertain. However, as Congress moves towards completion of the process, the City is in a strong position to secure four of its appropriations requests for the year. One request for communications interoperability became moot when the Department of Homeland Security Appropriations Subcommittee decided not to earmark, and instead the City was awarded a $5.9 million COPS grant for interoperability. In addition, the City has worked with the entire delegation to achieve these successes. An appropriations matrix is attached showing the current status of appropriations requests.

In previous years, we have helped the City secure over $3.25 million in FY 2002 appropriations ($500,00 for Monorail Station, $1.75 million for dislocated workers, $1 million for high speed rail) and over $5 million in FY 2003 appropriations ($250,000 for Post Office, $180,000 for business incubator, $270,000 for sewers, $4.5 million for Downtown Transportation Center). We have also helped identify and procure congressional support letters for many city grant awards including $5.9 million for COPS interoperability, $425,000 for urban parks, and $130,000 for a fire grant. We also have worked closely with the City and federal agencies (such as the Department of Labor) to release earmarked funds in a timely manner.

Further, while the reauthorization of TEA 21 did not occur this year, the City is well positioned to go into the reauthorization next year. Ranking Minority Member of the House Transportation and Infrastructure Committee, Jim Oberstar, (D-MN) has visited the City twice this year and is well aware of the City's priorities for TEA 21 reauthorization. Both Rep. Shelley Berkley and Rep. Jon Porter serve on the House Transportation and Infrastructure Committee while Senator Reid holds high rank on the Senate Environment and Public Works Committee. The City's transportation priorities have been submitted to both Committees and await congressional action.

We have been working on a number of other priorities of interest to the city including direct funding of homeland security funds, internet taxation and the

potential loss of the City's ability to tax telecommunications services and loss of the ability to collect franchise fees and rights of way fees, cable modem issues, the Post Office conversion to a museum, faith based initiatives, and homeless issues, among others.

Further, we continue to keep City officials informed with regular reports on congressional activities ranging from ergonomics to voting reform to housing issues.

Finally, Ball Janik has acted as liaison to both the National League of Cities and the US Conference of Mayors. In this capacity, we have helped draft resolutions, worked to get city officials represented in the leadership of the organizations, staffed annual meetings and helped the City attract meetings such as the Conference of Mayors sponsored CitiesFirst event, which will occur this month.

SCOPE OF WORK

Ball Janik understands the City's requirements for full time representation in Washington DC. This scope of work includes: general lobbying, monitoring Congressional and agency developments, attendance at hearings; working closely and proactively with the Nevada Congressional Delegation; social opportunities and meeting arrangements for City officials; expanding relationships with key Congressional, White House and agency contacts in Washington that are beneficial to the City's interests; communicating frequently and effectively with designated City officials and personnel; collaboratively developing a federal agenda with the City and identifying desired outcomes; identifying appropriations and grant opportunities; reviewing grant proposals developed by the City; acting as liaison with the National League of Cities, US Conference of Mayors, other state and local organizations; building and attending coalitions of cities with similar interests; occasional travel to Las Vegas or other locations as required by the City and preparing timely, detailed reports, alerts, correspondence, summaries and other documents as necessary.

While the City has not yet outlined and determined it's legislative priorities for the coming year, it is likely that among those issues on which the City will want to focus includes: Appropriations Priorities, TEA 21 reauthorization, Water Resources and Development Act, Homeland Security, potential High Threat/High Density designation by the Department of Homeland Security, affordable housing, economic development opportunities, and, additional funding opportunities for the development of the 61 acres.

As the Conference of Mayors meeting in Las Vegas in 2006 draws near, I can also be a valuable resource in helping to plan the meeting or acting as liaison with USCM.

In conclusion, we strongly believe that we can continue to provide the experience and knowledge necessary to represent the City in 2004. We continue to build on the excellent working relationships we have forged with the City's congressional delegation and we are committed to successfully carrying out the City's legislative agenda for the coming year. I would be happy to respond to any questions or need for further information, so please call me if you have any questions.

Sincerely,

Victoria Cram

Victoria Cram
Government Relations Consultant

VC:ps