

CONTRACT
Environmental Legal Services

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS, (hereinafter "CITY") a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BRISCOE IVESTER & BAZEL LLP (hereinafter the "Firm"), located at 155 Sansome Street, Seventh Floor, San Francisco, CA 94104.

SECTION A – Contract Form

The subject matter of this Contract is the performance of environmental legal services as outlined in SECTION C-1 to this contract.

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 CITY.
- (b) "*City*" means the City of Las Vegas.
- (c) "*City Council*" means the governing body of the City of Las Vegas.
- (d) "*Contract*" means this document, consisting of Sections A through E, which is binding and effective only upon execution by CITY and the Firm.
- (e) "*Firm*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (f) "*Firm Representative*" means the individual authorized to act on behalf of the Firm regarding routine matters arising under or relating to this Contract.
- (g) "*Non-exclusive Contract*" means a Contract under which CITY agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (h) "*Not-To-Exceed Amount*" means the dollar expenditure limit placed on performance which will include all labor, reimbursable expenses, overhead and fee.
- (i) "*Reimbursable Expenses*" means expenses associated with activities and duties required to provide services such reproduction, reports, facsimile, transcripts, filing and recording fees and other materials approved by the Project Manager.

B-2 Contract Type

This Contract provides for legal counsel services. The contract type is Labor Hour with allowable payment for ancillary costs related to the labor incurred. This is a Non-exclusive Contract.

B-3 Contract Value

The amount of the Contract shall not exceed Three Hundred Thousand Dollars (\$300,000) per year.

B-4 Compensation

- (a) This Agreement provides for the payment of fees on a labor hour basis not-to-exceed the amount of Three Hundred Thousand Dollars (\$300,000) for the term of this Agreement. The Attorney's labor hour rate is \$490.00 less a 20% discount (\$392.00 per hour).

- (d) **Reimbursable Expenses.** CITY will reimburse the Firm for Reimbursable Expenses incurred in the performance of services up to the not-to-exceed amount. The Firm will invoice such expenses at actual cost without an additional mark-up fee. No reimbursable cost in excess of Ten Thousand Dollars (\$10,000) shall be incurred without prior approval of CITY. The Firm will not charge for Reimbursable Expenses consisting of travel or express deliveries to any location in the Las Vegas Valley, or for long distance telephone calls within the United States.

B-5 Contract Term/Delivery Schedule

- (a) The contract term is from date of award for a period of twelve (12) months. CITY reserves the right to exercise four (4) one-year options to extend the Contract period. CITY will provide a written notice of its intent to exercise an option to the Firm within thirty (30) days of the Contract expiration date. If the Contract is extended, the Firm will honor the current fixed price labor rates stated in B-3(4) unless otherwise modified through negotiation.

B-6 Payment/Invoices

- (a) Firm shall submit monthly invoices, with receipts for reimbursables to CITY for the previous month's charges for services provided to CITY. All invoices should identify the following:
- (i) Description of work performed
 - (ii) Performance dates covered
 - (iii) Number of hours worked
 - (ii) Date of the invoice
 - (III) Associated purchase order number
 - (iv) Percentage of the Not-to-Exceed amount expended; and
 - (v) Any reasonable supporting information requested by CITY.

ORIGINAL 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 Firm shall review the invoice in a manner to reasonably cause the invoice to be just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the CITY, or any other source.
- (c) Upon reconciliation of all errors, corrections, credits and disputes, payment to the Firm will be made in full within thirty (30) calendar days.

SECTION C – Statement of Work

C-1 General Scope of Services

- (a) The Firm shall provide legal services to the City of Las Vegas concerning environmental issues that arise under federal and Nevada laws, including issues related to the operations of its wastewater treatment facilities. The Firm shall represent the City in negotiations and administrative proceedings with federal and Nevada agencies.
- (b) CITY empowers the Firm to take such legal action as may be advisable in the judgment of the Firm in disputed matters, provided that the Firm will not effect a final compromise without the prior approval of CITY or its designated representative. The Firm has no authority to bind CITY to any agreement or payment to a third party under this Contract.
- (c) The Firm will provide CITY with status reports as the City may reasonably request.

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
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE FIRM: Lawrence S. Bazel, Esq.
 Briscoe Ivester & Bazel LLP
 155 Sansome Street, Seventh Floor
 San Francisco, California 94104
 Fax: (415) 398-5630

- (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 should be directed to the Project Manager or the Firm Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) CITY designates Jorge Cervantes as the Project Manager for this Contract. CITY will provide written notice to the Firm should there be a subsequent Project Manager change. The Project Manager will be the Firm's principal point of contact at CITY regarding any matters relating to this Contract, will provide all general direction to the Firm regarding Contract performance, and will provide guidance regarding CITY's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Firm designates Lawrence S. Bazel as the Firm Representative for this Contract. The Firm will provide written notice to CITY should there be a subsequent Firm Representative change. CITY has the right to assume that the Firm Representative has full authority to act for the Firm on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Firm 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 a breach of this warranty and/or in the event of non-

performance and/or failure of the Firm to perform the services in accordance with this Contract, the Firm shall, at no cost to CITY, re-perform or perform the services so that the services conform to the warranty.

D-4 Licenses/Registrations

During the entire performance period of this Contract, the Firm shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Contract.

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 CITY are exclusively the property of CITY.

D-6 Exclusive Benefit of the Parties

This contract is not intended to create any rights, powers or interests in any third party, and this Contract is entered into for the exclusive benefit of CITY and the Firm.

D-7 Conflict of Interest - Firm

The Firm shall abide by and perform its duties in accordance with the ethics of the legal profession and all federal and state laws and regulations regulating the practice of law.

D-8 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 Firm represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Firm 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.

D-9 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere 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, 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 Firm, the Firm shall notify

CITY of its intent to proceed further with the claim or dispute and, in response thereto, CITY shall notify the Firm as to its selected forum for resolution. For any and all claims or disputes asserted by CITY, CITY shall notify the Firm of its intent to proceed with further resolution and, in the same notice, 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 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 Firm immediately shall notify CITY in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, CITY will advise the Firm in writing of the action which will be taken to remedy the situation.
- (b) The Firm shall advise CITY in writing of an impending failure to meet established milestones or delivery dates based on the Firm's failure to perform. Notice shall be provided as soon as the Firm is aware of the situation; however, such notice shall not relieve the Firm from any existing obligations regarding performance or delivery.

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

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 CITY to the Firm specifying the extent and effective date of the termination. On the effective date of the termination, the Firm shall terminate all work and take all reasonable actions to mitigate expenses. The Firm shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by CITY. In the event of such termination, CITY agrees to pay the Firm within 30 days after receipt of a correct, adequately documented written request. CITY's sole liability under this Paragraph is for payment of the costs for the services requested by CITY and actually performed by the Firm.

E-4 Insurance R

The Firm shall procure, at its own expense, and maintain during the term of this Contract, Professional Liability Insurance (Errors and Omissions) in a policy limit of not less than \$ 2,000,000, with \$10,000 deductible.

E-5 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-6 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of 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 CITY to thereafter enforce each and every provision of this Contract.

E-7 Audit of Records [CAO-8/5/08]

- (a) The Firm 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 Firm goes out of business, the Firm shall forward the books and records to CITY to be retained by CITY for the period of time required herein.

- (b) 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 Firm pertaining to the performance of this Contract during normal business hours. CITY will provide prior written notice to the Firm of the audit and inspection. If the books and records are not located within Clark County, the Firm agrees to deliver them to CITY, or to an address designated by CITY within Clark County. In lieu of such delivery, the Firm may elect to reimburse CITY for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Firm's office. If the books and records provided to CITY are incomplete, the Firm agrees to remedy the deficiency after written notice thereof from CITY, and to reimburse CITY for any additional costs associated therewith including, without limitation, having to revisit the Firm's office. The Firm's failure to remedy the deficiency shall constitute a material breach of this Agreement. 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, CITY or CITY's designated representative(s) find the dollar liability is less than payments made by CITY to the Firm, the Firm agrees that the difference shall be either: (a) repaid immediately by the Firm to CITY or (b) at CITY's option, credited against any future billings due the Firm.

E-8 Independent Contractor [CAO-7/24/08]

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

E-9 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or 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 portion or 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 the essence of this Contract be determined void.

E-10 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-11 Conflict of Interest (City Officials) [CAO-7/24/08]

- (d) An official of CITY, who is authorized in such capacity and on behalf of 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 CITY, who is authorized in such capacity and on behalf of 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.

- (e) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of CITY relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, CITY may immediately terminate this Contract for convenience.

E-12 Public Records [CAO-7/24/08]

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). 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 and all supporting documents are deemed to be public records.

E-13 Confidentiality [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 Firm is confidential and privileged. The Firm shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of CITY. The Firm 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 CITY is obtained. Upon request by CITY, The Firm shall promptly return to CITY all confidential information supplied by 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 CITY, then in the public domain; (ii) the information is known to the Firm prior to obtaining the same from CITY; (iii) the information is obtained by the Firm from a third party who did not receive the same directly or indirectly from CITY; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Firm shall notify CITY and CITY, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-14 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between CITY and the Firm. 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-15 Limitation of Funding [CAO-7/24/08]

CITY reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to 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-16 Marketing Restrictions [CAO-7/24/08]

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

E-17 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph 6-5 (Insurance), the Firm shall protect, indemnify and hold harmless CITY, the City of Las Vegas, their officers, employees, agents, and consultants (collectively herein "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 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 Firm, 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 CITY.

- (b) If a third party claim against CITY for negligent performance by the Firm is within the limits of its liability insurance and the insurance company has accepted CITY's tender of defense, then CITY will pay the Firm 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, CITY, for its protection, may retain any money due and owing the Firm under this Contract until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Firm, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to CITY.
- (c) It is expressly agreed that the Firm shall defend CITY against the Liabilities and, in the event that the Firm fails to do so, 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 Firm.

E -18 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:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph D-8(c)]		4

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 Division
"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert D. Sylvain *8-26-10*
Deputy City Attorney Date

BRISCOE IVESTER & BAZEL LLP

LAWRENCE S. BAZEL,
"Firm"

**ATTACHMENT 1
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"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.

"CITY" means City Parkway V, Inc.

"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 Firm – 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 Environmental Legal Services
Name	Contract No. 110016-TF
Address	
Telephone	
EIN or DUNS	
Block 3 Type of Business	
☐ Individual ☒ Partnership ☒ Limited Liability Firm ☐ 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.	John Briscoe, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
2.	David M. Ivester, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
3.	Lawrence S. Bazel, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
4.	Alicia Guerra, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
5.	Richard J. Wallace, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
6.	Christian L. Marsh, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0.

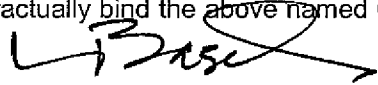
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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:

Date of Attached Document: _____ Number of Pages: _____

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



Name

Date

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

*see attached certificate
w/ 9/1/10*

California Jurat

State of California

County of SAN FRANCISCO

} SS.

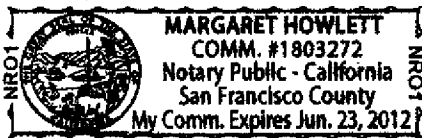
Subscribed and sworn to (or affirmed) before me on 1st day of September
Month

2010, by Lawrence S. Bazel and
Year Name of Signer

-----, proved to me on the basis
Name of Signer (If Any)

of satisfactory evidence to be the person(s) who appeared before me.

Attached Document: Certificate of Disclosure of Ownership,
Contract No. 110016-TF, Environmental Legal Services



Margaret Howlett
Signature of Notary Public

This area for official notarial seal

**ATTACHMENT 1
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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Address	
Telephone	
EIN or DUNS	
Block 3 Type of Business	
☐ Individual ☒ Partnership ☒ Limited Liability Firm ☐ 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.	John Briscoe, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
2.	David M. Ivester, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
3.	Lawrence S. Bazel, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
4.	Alicia Guerra, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
5.	Richard J. Wallace, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
6.	Christian L. Marsh, Partner	Briscoe Ivester & Bazel LLP 155 Sansome St, 7 th Fl San Francisco CA 94104	(415) 402-2700
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0.

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:

Date of Attached Document: _____ Number of Pages: _____

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

[Signature]

Name

Date

1 Sep 2010

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

*see attached certificate
not 9/1/10*

California Jurat

State of California

County of SAN FRANCISCO

} SS.

Subscribed and sworn to (or affirmed) before me on 1st day of September
Month

2010, by Lawrence S. Bazel and
Year Name of Signer

-----, proved to me on the basis
Name of Signer (If Any)

of satisfactory evidence to be the person(s) who appeared before me.

Attached Document: Certificate of Disclosure of Ownership,
Contract No. 110016-TF, Environmental Legal Services



Margaret Howlett
Signature of Notary Public

This area for official notarial seal