

City of Las Vegas

**SPECIAL COMMISSION FOR THE LAS VEGAS CENTENNIAL
CITY HALL, 495 S. MAIN STREET
CITY CLERK'S 2ND FLOOR CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov**

AGENDA

NOVEMBER 26, 2018

2:00 PM

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM LUANN D. HOLMES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED.
4. For possible action to approve the Final Minutes by reference of the Regular Meetings of July 30 and October 22, 2018
5. TABLED – Discussion for possible action regarding a grant request by Heidi Swank, Nevada Preservation Foundation, in the amount of \$44,700 for a revolving fund program
6. Report by Esther Reincke, Executive Director of the Commission for the Las Vegas Centennial, and discussion for possible action regarding the Filming Documentary Request For Proposal process and award of \$200,000 to Boyd Productions for the production of a historical documentary
7. DISCUSSION REGARDING TOPICS FOR FUTURE AGENDA ITEMS BY THE COMMISSION. COMMENTS MADE DURING THIS PORTION OF THE AGENDA BY INDIVIDUAL MEMBERS SHALL REFER SOLELY TO PROPOSALS FOR FUTURE AGENDA ITEMS AND ANY DISCUSSION SHALL BE LIMITED TO WHETHER OR NOT SUCH PROPOSED ITEMS ARE WITHIN THE PURVIEW OF THE COMMISSION AND/OR WHETHER SUCH PROPOSED ITEMS SHALL BE PLACED ON A FUTURE AGENDA. NO DISCUSSION REGARDING THE SUBSTANCE OF ANY SUCH PROPOSED TOPIC SHALL OCCUR AND NO ACTION SHALL BE TAKEN.
8. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMISSION. NO SUBJECT MAY BE ACTED UPON BY THE COMMISSION UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED.
9. ADJOURNMENT

City of Las Vegas

Facilities are provided throughout City Hall for the convenience of persons with disabilities. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Hall, 495 South Main Street, 1st Floor

Clark County Government Center, 500 South Grand Central Parkway

Grant Sawyer Building, 555 East Washington Avenue

City of Las Vegas Development Services Center, 333 North Rancho Drive



November 7, 2018

Michelle Larime
Director of Neighborhood Stabilization
Nevada Preservation Foundation
330 W. Washington Avenue, Suite 106
Las Vegas, NV 89106

RE: Historic Resource Survey Recommendations for the Las Vegas Westside Area

Dear Ms. Larime,

Thank you for your inquiry regarding the potential of all or portions of the Las Vegas Westside, a historically African American community, to be eligible for the National Register of Historic Places (NRHP). The Westside area became one of the most significant enclaves of African American citizens in the state of Nevada during the mid-twentieth century. The neighborhood has suffered from disinvestment and demolition since the 1970s, making a determination of eligibility for the NRHP more difficult.

Below, I have included a brief synopsis of past research into the Westside, and recommendations from my staff for future research to accurately identify what areas or properties within the Westside may be eligible for the NRHP. It is worth noting that this office has secured a grant through the National Park Service's African American Civil Rights Grant program to complete a statewide Historic Context on African American history, emphasizing the civil rights movement of the twentieth century. That project may provide some additional guidance on the recommendations made below.

Previous Research

The historic extent of the Westside, generally bounded by Bonanza Street on the south, H Street on the west, Owens Avenue on the north, and A Street on the east, was surveyed by the City of Las Vegas using Historic Preservation Fund subgrants in 2002. That survey made determinations of eligibility for many properties within this extent, but due to its timing, suffered from some limitations as many of the properties within the district were not of historic age at the time of survey (the fifty-year mark was 1952 at the time). The 2002 report itself recommended a revisit of the area at a later date to more fully evaluate the neighborhood and its evolution as Las Vegas' premier African American enclave during the mid-twentieth century. Other projects completed over the last two decades include several published histories and oral histories completed by local historians and community members that will be helpful in future evaluations of the Westside area.

NVSHPO Recommendations

My staff has developed the following recommendations based on the 2002 survey and research conducted since that time. These recommendations could be pursued by the City of Las Vegas, or another interested entity, and could be collapsed into a single survey project. The City of Las

Vegas, as a Certified Local Government through this office, does have access to special grants that could be used to pursue these recommendations.

- Revisit Historic District Evaluation - It is recommended that a reconnaissance-level survey be completed for the historic extent of the Westside, as suggested in the 2002 report. The survey revisit should focus on whether the neighborhood, or a portion of the neighborhood with strong historic integrity, would be eligible as a National Register historic district and which properties would be contributing. The survey should likely focus on the area's development from the 1910s into the 1970s. Research suggests an appropriate period of significance may begin sometime in the 1920s and end around the 1972 Consent Decree that forced an end to discrimination in hiring and promotions in the casino industry. The Decree provided African American families with more upward mobility, many of whom used that mobility to leave the Westside. Evaluation should likely focus on the area of Ethnic Heritage – African American, Social History, and Community Planning and Development. The evaluation should also consider the pattern of City-sponsored demolitions during the historic period, what effect those actions had on the historic integrity of any potential historic district, and whether vacant lots may be significant landscape features within the area.
- Evaluate Individual Properties Selectively - Conduct Intensive-level Surveys of properties with known associations to important African American history in the neighborhood. This may include the homes of significant business or civil rights leaders, social institutions, or churches. Evaluation should likely focus on the possible Areas of Significance of Ethnic History – African American, Commerce, Religion, and Social History.
- Consider Marble Manor Project – To the southwest of the historic Westside area is the Marble Manor development, a public housing project from the 1960s that may have significance to the area's social and civil rights history. It is recommended that the Marble Manor be surveyed as a unified area (i.e., a potential historic district), under the possible Areas of Significance of Politics/Government, Social History, Community Planning and Development, and Architecture.

If you have questions regarding these recommendations, please contact my National Register Coordinator, Jim Bertolini, at jbortolini@shpo.nv.gov or (775) 684-3436.

Sincerely,



Rebecca Palmer, Administrator

Invitation to Apply -Nevada Preservation Foundation

Gillian Lang <glang@1772foundation.org>

Mon 10/29/2018 8:54 AM

Feasibility Study Research

To: Michelle Larime <Michelle@nevadapreservation.org>;

Cc: Mary Anthony <maryanthony@1772foundation.org>;

 1 attachments (822 KB)

2019 Feasibility Study Application Form_Final_re (1).pdf;

Dear Michelle,

Thank you for submitting a letter of inquiry for the 2019 round of HPRF funding. We are interested to learn more about your project, and would like to invite you to formally submit an application. The application document has been attached to this email.

Please note that all applications are ***due on or before December 7, 2018***. You will be notified no later than February 15, 2019 as to the decision of the board. Further instructions can be found on the form.

We look forward to receiving your application and learning more about your work!

Thanks Again,

Gillian

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Gillian Lang
Program Officer
The 1772 Foundation, Inc.
21 Meeting Street
Providence, RI 02903

PROFESSIONAL SERVICES CONTRACT FOR HISTORICAL DOCUMENTARY FILMMAKING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2018, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL (hereinafter the "Commission"), a non-profit organization having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and BOYD PRODUCTIONS, LLC, (hereinafter the "Company"), a Connecticut limited liability company having its principal office at 52 Wells Road, West Hartford, Connecticut 06107.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-01/20/16]

- (a) The subject matter of this Contract is the delivery of one historical documentary film and ten associated vignettes (collectively, the "Film"). This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract.
- (b) The Contract type is firm fixed price. This is a Non-Exclusive Contract.
- (c) The following documents are hereby incorporated into this Contract:
 - (i) Exhibit A – Statement of Work
 - (ii) Exhibit B – Excerpted Proposal
 - (iii) Exhibit C - Certificate - Disclosure of Ownership/Principals

A-2 Contract Amount

The Contract Amount shall not exceed \$199,908.00

A-3 Performance Period [CAO-01/20/16]

- (a) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than May 30, 2019.

Commission acceptance of the final documentary film is anticipated to be no later than May 13, 2019, for the Commission to air in its entirety on May 15, 2019.

Commission acceptance of the ten vignettes and all raw footage, content, and supporting documents is anticipated to be no later than May 30, 2019
- (b) The Commission reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-01/20/16]

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the Commission.
- (b) "*Contract*" means this document, consisting of Sections A through E, which is binding and effective only upon execution by the Commission.
- (c) "*Contract Amount*" means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) "*Deliverable*" means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the Commission under the terms of the Contract.

- (e) “*Non-Exclusive Contract*” means a Contract under which the Commission agrees to obtain some, but not necessarily all, of the Commission’s requirements for a particular service.

SECTION C – Statement of Work

The Film shall be a 75 to 90 minute documentary program, developed and delivered as described in Exhibit A, Statement of Work, and Exhibit B, Excerpted Proposal.

SECTION D – Special Conditions

D-1 Project Manager/Company Representative [CAO-7/24/08]

- (a) The Commission designates Esther Reincke as the Project Manager for this Contract. The Commission 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 Commission regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the Commission’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 Company designates Jennifer Boyd as the Company Representative for this Contract. The Company will provide written notice to the Commission should there be a subsequent Company Representative change. The Commission has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-2 Pricing and Payment [CAO-01/20/16]

- (a) Payment Schedule. The Commission will pay the Company in accordance with the following schedule:

<u>Item No.</u>	<u>Deliverable/Milestone Description</u>	<u>Amount</u>
1	Upon execution of contract	\$59,972
2	Commission acceptance of outline	\$29,986
3	Commission acceptance of final draft script	\$29,986
4	After Commission Rough Cut comments	\$39,982
5	Commission acceptance of Final Film, Vignettes, and raw content	\$39,982

- (b) The amounts above include all costs for planning, design, documents, specifications, production, travel, hiring of talent, music, rights and clearances, insurance, post-production, and all other incidental and related expenses. No additional amount will be paid by the Commission.

D-3 Pricing Revisions [CAO-01/20/16]

For the term of this Contract, pricing shall remain firm.

D-4 Invoices [CAO-01/20/16]

- (a) The Company will submit a detailed invoice to the Commission in accordance with the Payment Schedule detailed in Section D-2, Pricing and Payment. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the purchase order number;
 - (iii) the Contract Item No. against which charges are made; and,
 - (iv) performance dates covered by the invoice.

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 the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

- (b) The Company shall forward a copy of the invoice to the Commission's Project Manager, identified in Section D-1, "Project Manager/Company Representative", with a copy of the applicable Deliverable associated with the invoice

D-5 Delivery Schedule

The Company shall provide services generally in accordance with the schedule included as part of Exhibit B, Excerpted Proposal. The Company shall provide monthly status reports for the duration of the project containing, at minimum, updates to the project schedule, a current issues and risks list, milestone status, and next steps.

D-6 Insurance [CAO-04/08/15]

- (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 Commission 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 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. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the Commission for the Las Vegas Centennial.
 - (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, products, completed operations, 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. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the Commission for the Las Vegas Centennial, and shall be endorsed to include the Commission for the Las Vegas Centennial, the City of Las Vegas, and its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the Commission for the Las Vegas Centennial, and shall be endorsed to include the Commission for the Las Vegas Centennial, the City of Las Vegas, and its officers, and employees as additional insured.
 - (iv) Professional Liability Insurance of limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the Commission.
- (b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. 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 ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the Commission with a 30 day

advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the Commission if so requested.

- (c) 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 Commission requires insurance carriers to maintain a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). 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 Commission.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000.00 without the prior written approval of the Commission.
- (e) **Companies requesting increased deductibles or self-insured retentions must provide the Commission a written request stating the desired amounts along with recent audited financial statements for review. The Commission will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the Commission.**
- (f) If the Company fails to carry the required insurance, the Commission may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, 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.
- (g) The Company is encouraged to purchase any additional insurance it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the Commission caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

D-7 Warranty – Services [CAO-5/2/12]

The Company warrants that the 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, 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 Commission, re-perform or perform the services so that the services conform to the warranty.

D-8 Indemnification [R]

- (a) In addition to the insurance requirements set forth in Section D-6, "Insurance", the Company shall protect, indemnify and hold harmless the Commission, its officers, employees, agents, and consultants (collectively herein the "Commission") 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 Commission, 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 Commission.

- (b) If a third party claim against the Commission for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the Commission's tender of defense, then the Commission 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 Commission, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.
- (c) It is expressly agreed that the Company shall defend the Commission against the Liabilities and in the event that the Company fails to do so, the Commission 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.

D-9 Patent and Copyright Indemnity [R]

The Company hereby indemnifies and shall defend and hold harmless the Commission and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Commission and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or copyright and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Commission or its representative; provided that the Commission or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the Commission or its representatives.

D-10 Rights

- (a) The term "Work" is defined as the finished Film and any scripts, stories, characters, art, images, design ideas, drawings, specifications, concepts, models, image files, video files including interview footage, story elements, plans, reports, and other media documents relative to the project, work papers, work products, materials, approaches, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the Contract that were created by the Company and its subcontractors. The parties intend the Contract to be a contract for services, and each party considers the Work and any other products and results of services rendered by the Company to be a work made for hire. The Company acknowledges and agrees that the Work and all rights therein, including, without limitation, copyright and all reproduction rights, belong to and shall be the sole and exclusive property of the Commission.
- (b) If for any reason the Work would not be considered a work-for-hire under applicable law, the Company hereby sells, assigns, and transfers to the Commission, its successors and assigns, without the necessity of any further consideration, all worldwide rights, title and interest in and ownership of the Work, and all intellectual property rights in the Work, and any registrations and copyright applications relating thereto, and any renewals and extensions thereof, including all works based upon, derived from, or incorporating the Work, and including all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and including all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and including all rights corresponding to the foregoing. The Company agrees to execute any papers and to perform such other reasonable actions as the Commission may deem necessary to secure for the Commission or its designee the rights herein assigned. The Company and the Commission do not intend the Company to be a joint author of the Work within the meaning of the Copyright Act of 1976.
- (c) The Company will obtain all necessary permissions, licenses, releases, and rights clearances and will perform all pertinent patent, trademark, and copyright searches, and will secure releases in perpetuity for any protected work. All licensing, permissions, and releases must include provisions for exploitation of the Work in any country or language by means of every currently known or subsequently developed distribution technique. The Company will provide written documentation of all applicable rights, clearances, releases, and licenses. The total cost of obtaining such rights and licenses shall be included in the Contract amount detailed in Section D-2, Pricing and Payment. The Company is solely responsible for identifying and obtaining properties that can be obtained within this Contract amount.

SECTION E – General Conditions

E-1 Legal Notice [CAO-01/08/15]

- (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, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE COMMISSION: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Attn: Executive Producer
52 Wells Road

West Hartford, Connecticut, 06107
Email: jennifer@boydproductions.net

- (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 Company Representative, as appropriate.

E-2 Disputes [CAO-08/01/13]

- (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 Commission is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and 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 Commission of its intent to proceed further with the claim or dispute and in response thereto, the Commission shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the Commission, the Commission 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 Commission as the forum for further resolution, the claim or dispute shall be filed with 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 the Eighth Judicial District Court, Clark County, Nevada.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of Commission provided personnel, data, or equipment, the Company shall notify the Commission immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the Commission will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the Commission 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-4 Termination for Convenience [CAO-5/2/12]

The Commission 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 Commission 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 Commission. In the event of such termination, the Commission agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The Commission's sole liability under this Section is for payment of costs for services requested by the Commission and actually performed by the Company.

E-5 Event of Default [CAO-01/20/16]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the Commission may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-01/20/16]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the Commission may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the Commission may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the Commission, and the Company shall be liable to the Commission for any excess costs related thereto. If the Commission terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) 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 sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the Commission may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The Commission retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the Commission fails to perform any of its obligations required under this Contract, and the Commission does not remedy the failure after notice thereof is provided to the Commission by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to

the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

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

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

E-8 Changes – Fixed-Price Goods or Services [CAO-11/30/15]

- (a) The Commission 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 or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (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 Commission 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 thirty (30) days from the date of receipt of the written order; however, if the Commission decides that the facts justify, the Commission 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 Commission 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 Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- (f) The Company shall provide current, complete, and accurate documentation to the Commission in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the Commission, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the Commission, where such equitable adjustment has a reasonable basis at the time it is determined by the Commission.

E-9 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the Commission 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-10 Order of Precedence [CAO-7/24/08]

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

E-11 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-12 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 the Commission 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 Commission 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-13 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-14 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-15 Audit of Records [CAO-5/2/12]

- (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 Commission to be retained by the Commission for the period of time required herein.
- (b) The Commission 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 Commission 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 Commission, or to an address designated by the Commission within Clark County. In lieu of such delivery, the Company may elect to reimburse the Commission 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 Commission are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the Commission, and to reimburse the Commission 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 Contract. The Commission shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the Commission or the Commission's designated representative(s) find the dollar liability is less than payments made by the Commission to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the Commission or (ii) at the Commission's option, credited against any future billings due the Company.

E-16 Confidentiality – Commission 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 it be disclosed to any person or entity without the express prior written consent of the Commission. 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 Commission is obtained. Upon request by the Commission, the Company shall promptly return to the Commission all confidential information supplied by the Commission, 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 Commission, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the Commission; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the Commission; or (iv) the information is subpoenaed by court order or other legal process,

but in such event, the Company shall notify the Commission. In such event the Commission, in its sole discretion, may seek to quash such demand.

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

E-17 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 Commission. This restriction does not apply to the use of the Commission'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-18 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 Commission, are exclusively the property of the Commission.

E-19 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The Commission 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 Commission 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 Safety and Health Act.

E-20 Licenses/Registrations [CAO-01/20/16]

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 if required by [Las Vegas Municipal Code 6.02.060](#).

E-21 Non-Discrimination and Fair Employment Practices [R]

- (a) Discrimination: The Commission is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; Commission may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-22 Employment of Unauthorized Aliens [CAO-01/20/16]

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

E-23 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 Commission with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-24 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 Commission. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The Commission 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 Commission. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-25 Official, Agent and Employees of the Commission Not Personally Liable [CAO-01/20/16]

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

E-26 Conflict of Interest (Commission Officials) [R]

- (a) An official of the Commission, who is authorized on behalf of the Commission 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 Commission, who is authorized on behalf of the Commission 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 Commission relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the Commission 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 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-27 Public Records [R]

The Commission is a non-profit corporation which receives its funding from the City of Las Vegas and thereby it is an affiliate of the City.. As such, the Commission and the City are subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The Commission's and 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 and all supporting documents are deemed to be public records.

E-28 Certification – No Israel Boycott [CAO 6/11/18]

By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

E-29 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.

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

COMMISSION FOR THE LAS VEGAS CENTENNIAL

BOYD PRODUCTIONS, LLC

CAROLYN GOODMAN
President

Date

JENNIFER BOYD
Executive Producer

Date

ATTEST:

ESTHER REINCKE
Secretary

Date

APPROVED AS TO FORM:

Deputy City Attorney

Date

EXHIBIT A - STATEMENT OF WORK

I. Background

This is a historical documentary filmmaking project funded by the Commission for the Las Vegas Centennial.

II. Project Goals

The Commission envisions a documentary with a more comprehensive chronological view, including how we grew, our changing government, and how our residents have lived throughout our history. This will be a documentary film to show Las Vegas as its residents see it, not the Las Vegas that the outside world sees. The documentary must focus exclusively on the City itself and its place in the Las Vegas Valley. You can view city limits at <https://www.lasvegasnevada.gov/cs/groups/public/documents/document/dhn0/mday/~edisp/tst002918.pdf>. It is important that the documentary focus on the City of Las Vegas, versus the Strip, the Hoover Dam, or developments elsewhere in the state.

The Commission's goal is to procure a high-quality documentary Film on the topic of the town's beginning. This documentary would cover the period starting in 1904 with the arrival of the railroad in the Las Vegas Valley, through the end of 1920. The documentary would include, but would not be limited to, the following key historic events directly impacting the Las Vegas Community: the May 1905 land auction for Clark's Townsite, through town government, becoming a county seat in 1909, becoming an incorporated city, and electing its first mayor and city commission, the community's economic development as a railroad community, as well as national and international events that had a significant effect on the community, including the influenza pandemic and World War One. Las Vegas was beginning to see its future in 1920 with the arrival of the first airplane in the valley and the idea of building a massive dam across the Colorado River.

It is important that the documentary focus on the City of Las Vegas itself, to include how each of these important events impacted the City of Las Vegas.

The final documentary delivered must be accompanied by ten vignettes, one minute thirty seconds to three minutes long each.

In the future, the Commission may procure other documentaries with the ultimate goal of a chronological series. The potential topics of future documentaries in the series are below. However, this RFP deals only with the first installment.

- The economic hope of a dam, and the building of Hoover Dam.
- From the dam to gambling, Las Vegas' economy changes.
- World War II defense industry impact to the development of Las Vegas
- Fremont Street from 1905 to 2005

The Commission is considering an expository documentary, completed in a classic style that can be replayed for years to come. The Commission prefers to avoid dramatizations and recreations in the Film. Involvement of community members and students is encouraged. However, the Commission does not wish to hamper creativity, and is open to alternative suggestions.

The Las Vegas Centennial Commission has established a maximum budget of \$200,000 for this project. Offerors should propose to deliver one complete Film and associated supporting material, as further explained in the Proposal Content section below. The Commission intends to select one Offeror for this project.

III. Statement of Work

- A. Concept Development – The Company will work with the Commission to develop a story treatment to meet the Project Goals.
- B. Final Script and Design – The Company will develop a conceptual design proposal showing the proposed look for interviews, graphics, and archival photos, production timeline, and script outline to the Commission prior to filming. The timeline must include reviews and approvals by the Commission at various stages of completion throughout the process.

- C. Production – The Company shall manage and direct all personnel required to film, produce, and deliver the Film as agreed upon in the Final Script and Design documents.
- The Company shall obtain all necessary permissions, licenses, rights, and clearances, and shall perform all pertinent patent, trademark, and copyright releases for any protected work it uses. The Commission will provide access to all works it owns for use in the Film. The Company will provide written documentation of all applicable rights clearances for use in the Film. The Company shall supply a list of all raw content, including imagery, interviews, and clips used in the Film with either a confirmation of it being in the public domain, or a signed agreement Commission to use the media.
 - The Company will produce the complete Film.
 - The Company will provide the Commission with all raw files, understanding that additional permission may be needed to use such raw content for projects outside of the scope of this Film. Signed agreements accompanying raw files will detail limitations on use. The Commission understands that interview segments or other raw files not included in the Film may contain incorrect information such as dates and names.
- D. Post Production – The Company will complete the Film including editing and sound design. The Company will caption the finished Film and provide an open captioned version, .scc files, and an uncaptioned version for the Film, using font and style guidelines approved by the Commission as part of the conceptual design proposal.
- E. Approvals and Reporting – Between Contract Award and final invoice payment, the Company will report project status and any issues to the Commission Executive Director at least twice a month. The Commission must approve scripts, edited segments, and final production.

IV. Deliverable Specifications

The primary documentary should be between 75 and 90 minutes total run time. Final productions should be submitted with Apple Pro Res 422LT, or H264 at 720P (1280 x 720) at 59.94fps.

V. Distribution

The Commission will coordinate with the City of Las Vegas to air the documentary on its government access television station KCLV, Channel 2. The documentary may be aired as part of a panel discussion. The Commission will also make the documentaries available to the Clark County School District, and to other entities through distribution channels such as Pegmedia and Comet.

The Commission may choose to sell, rent or license the Film and/or raw content and source material in the future, subject to any restrictions on the raw content in the applicable rights clearances.

EXHIBIT B – EXCERPTED PROPOSAL

Section 2 – QUALIFICATIONS AND EXPERIENCE

(a) OFFEROR'S EXPERIENCE - (Web Address: www.boydproductions.net)

The Boyd Productions' team has collectively produced more than 50 documentaries for local, national, and international audiences. Many of these documentaries have been historical in nature. Members of our team have been nominated for Academy Awards, Emmys, and George Foster Peabody Awards.

Our experience with historical documentaries has given us perspective. We are keenly aware of the rare opportunity to tell a community's story. These are once in a lifetime opportunities. We understand that the documentary becomes a permanent record of the community history, a record that lives on for years to come. Boyd Productions takes this responsibility seriously. The film produced by our production team will be a thoroughly accurate representation of Las Vegas history.

Examples of our successful and reliable past performance are many. The number of documentaries produced over the years, the quality of work, and the awards received speak to our ability to successfully complete a 75-90-minute film on the early history of Las Vegas. Boyd Productions has worked with many of the same clients for nearly two decades. We have produced dozens of documentaries and entertainment programming for local public television stations, as well as nationally for American Public Television, PBS, PBS World, the BBC and National Geographic. These clients can attest to Boyd Productions ability to achieve outstanding, award-winning results on time and on budget. Specific examples of Boyd Productions' historical documentary work with a more localized focus include: *Prohibition*, *The 60's in Connecticut*, *The Blizzard of '78*, and *Toolbox of America*.

Our approach to producing award-winning historical documentaries is key to our success and testament to a reliable history of past performance. When producing historical documentaries, we delight in the process of discovery and hold it sacred. One of the top priorities: finding compelling stories that reflect the history of the era. People will remember the bold character of Senator William Clark, not facts and figures about Las Vegas's founding. For Boyd Productions, an historical documentary is not a slide show, but a well-woven tale about the people and forces that made history.

Also, important to our successful approach and reliable past performance is the meticulous research done by our producers and writers. We dig deep, talking to authors, professors, and dissertation candidates. We have consultants in our budget, we cross check facts, confirm stories and dates, and analyze the authenticity of every image included in the film. By the very nature of the process, we are discovering, digitizing, and transferring films and photos that often are stored deep in closets, attics and archives. Many times, we uncover photos, films, recordings and documents that haven't been viewed for generations, and may never be viewed again in their original form. We feel honored to help preserve the records of a community's history and to ensure that each image, recording and document is cared for throughout the process.

Truthfulness, accurate representation, respect for archived materials and a deep appreciation of our place in documenting history—these are values we hold dear.

Regarding budgets, in our world of public television production, going over budget is not discussed, because it is simply not an option. Boyd Productions does not go over budget. Our budget for this project includes a small contingency fee to protect both the Commission and Boyd Productions. We do not like to gamble, even on a film about Las Vegas. It is difficult to foresee every cost involved. The contingency fee allows the production to access additional funds, as needed. We will inform the Commission of any need to dip into this fund, and account for its usage.

As for the deadline required, despite the tight turnaround, we can deliver on time. Many of our projects have been completed with similar deadlines. A clearly defined client approval process, however, is key to delivering a project with a tight deadline on time and on budget. Feedback from the Commission will need to be provided according to an agreed upon timeline, with sign-off occurring at various stages of the creative process. This will ensure the project is heading in the correct direction and time is used most effectively.

Boyd Productions brings to this project a long and reputable track record of producing high quality, historical documentaries for national television. Wherever this project is aired or screened, it will have our team's trade-marks of the best in historical documentary filmmaking.

Boyd Productions was formed in 1993 by Executive Producer Jennifer Boyd. Since its inception, the company has produced programming for national public television, corporate, NGO, and educational clients. The company has worked and shot all over the world, managing crews and productions that make our clients proud.

(b) JOINT VENTURE (NA)

(c) KEY PERSONNEL EXPERIENCE

Each member of the production team shares executive producer/director Jennifer Boyd's commitment to high-production value, story-telling, and innovation in filmmaking. The key production members bring national broadcast documentary experience to the project. From award-winning historical documentaries for series such as *American Experience* to educational, government, corporate and NGO work, this team has a strong working relationship and a reputation for delivering high quality content.

Below are key personnel for the Las Vegas Centennial Film:

Jennifer Boyd – Executive Producer/Director/Company Representative who will handle all business matters

Ken Chowder – Scriptwriter

Catherine Sager – Co-Producer/Project Manager/Commission Contact

Daniel Jacobs- Las Vegas-based Producer/Fixer

Archival Research – Team of researchers including, Catherine Sager, Rich Remsberg and Las Vegas-based Ph.D. candidate Aaron Ardley

Editor – Cecilia Préstamo

Director of Photography – Jeff Springer

JENNIFER BOYD – DIRECTOR/EXECUTIVE PRODUCER

Jennifer Boyd has traveled throughout the world producing documentaries for American Public Television, governmental agencies, corporations, NGOs and non-profits. Her most recent documentary, *3 Seconds Behind the Wheel* (created with the assistance of both Co-Producer, Catherine Sager and Editor, Cecilia Préstamo) was recently selected by PBS International as one of only 20 documentaries they will represent worldwide beginning Oct. 1, 2018. Below is a link to a recent Forbes Magazine article about the documentary:

<https://www.forbes.com/sites/tanyamohn/2018/09/18/new-documentary-film-captures-distracted-drivers-in-action-to-debut-on-public-television/#45ebe118237f>

Ms. Boyd has won nine EMMY Awards and has been nominated more than 25 times. Over the past year, in addition to her documentary work, she has produced, directed and written short science-based films in partnership with NASA, Cal-Tech, Lawrence Berkeley Labs, Argonne National Labs and others.

KEN CHOWDER - SCRIPTWRITER

Ken Chowder has scripted over 30 documentary films (and one feature film) broadcast on PBS, NBC, TBS, Discovery, A & E, and BBC, over a dozen films for the National Park Service, and has published three novels to glittering reviews. His credits include seven films for PBS' *The American Experience*, one *American Masters*, and seven National Geographic films.

One of his [films](#) was nominated for an Academy Award for Best Documentary, and he's won a Primetime Emmy, the Peabody Award, and the Columbia/DuPont Prize. In addition, his documentaries have been named Best Documentary or Best History Film at many festivals, including the American Film Festival.

Mr. Chowder's experience with clients including National Geographic, PBS and the National Park Service will play a central role in the success of this project.

CATHERINE SAGER – CO-PRODUCER/PROJECT MANAGER/ARCHIVAL RESEARCH

Over the course of Ms. Sager's career, she has worked on long and short form television programming for Fortune 100 companies, NOVA, PBS, American Public Television and The Discovery Channel. This work has garnered national awards including a Peabody, a Telly, and Emmys Awards.

She has worked on numerous historical documentaries for national broadcast, including *MacArthur* for American Experience; *Building Big*, a multi-part series on the history of engineering; and a one-hour documentary on the history of medicine --- all airing nationally on PBS.

Her one-hour, public television documentary, *Autism: Coming of Age*, was chosen by judges from CBS, NBC, ABC and the PBS *News Hour* as the winner of the 2012 National Institute for Health Care Management Television Journalism Award. Recent recipients of this prestigious award include *Frontline* and *60-Minutes*. The scope of her work covers science, engineering, history, healthcare, and financial services.

RICH REMSBERG – ARCHIVAL RESEARCH

Rich Remsberg is an Emmy Award-winning archival producer and visual researcher based in Western Massachusetts and New York City. His credits include *Bobby Kennedy for President*, *The King*, *Love Means Zero*, and *Happy Valley*.

He has served on the faculty of the Maine Media Workshops and the Library of Congress' American Folklife Center Field School; was a frequent collaborator with the sampling-based music duo, The Books; and has been a contributor to *VICE* magazine, *Esopus* and NPR's online feature, *The Picture Show*.

JEFF SPRINGER – DIRECTOR OF PHOTOGRAPHY

Jeff Springer was born in an abandoned town in the California desert, raised in Hawaii, and educated at USC Film School. After working at a dilapidated film studio in Russia, he began to edit for the likes of NBC, Paramount, Warner Bros, and Capitol Records. Eventually he found himself on Lucasfilm's Skywalker Ranch, editing behind-the-scenes documentaries for a not-very-well-received science fiction prequel.

Craving the unexpected, he directed and photographed the offbeat feature documentary *PLAGUES & PLEASURES ON THE SALTON SEA*, which was narrated by indie film icon John Waters. The film went on to screen at over 200 film festivals worldwide, win 37 awards for Best Documentary, and was broadcast on the Sundance Channel.

After living in London and Berlin, Springer has gone on to photograph several feature documentaries, including *EVERYDAY SUNSHINE: THE STORY OF FISHBONE* for PBS, which was narrated by actor Laurence Fishburne. He has also photographed several episodes of the show *ARTBOUND* for KCET in Los Angeles, including the hour-long special *THE STATE OF CREATIVITY*, which was nominated for two Emmys.

He recently photographed the ITVS funded documentary *RODENTS OF UNUSUAL SIZE*, about giant invasive swamp rats threatening coastal Louisiana, which premiered at DOC NYC, has screened at over 50 film festivals, and will be broadcast nationally on Independent Lens in early 2019.

CECELIA PRESTAMO – EDITOR

"Everything around you is telling you a story. You just need to learn how to hear it."

These were the words of Cecilia's childhood piano teacher — as she explained how to use her life experience to find a story. At that time, the story was the music that lives behind the notes on a page. She's been chasing after stories ever since as an editor working on both short and long form television programming.

Ms. Boyd and Ms. Préstamo have collaborated on numerous documentary projects. Most recently they worked together on the national public television documentary *3-Seconds Behind the Wheel*. This film explores the serious problem of distracted driving and airs nationally in the Fall of 2018. MIT, Google, the University of Connecticut were part of the project.

Each year, Ms. Préstamo edits numerous projects for MIT. Her video, "A Life-Saving Discovery at MIT MeChE" won numerous awards. In this documentary short, a supposedly failed experiment became a life-saving discovery by MIT Professor Ioannis V. Yannas and his colleague Dr. John Burke when their search for a better way to treat severe burn victims led to the discovery of organ regeneration - thought impossible by the scientific and medical communities at the time. A link to the MIT project is below:

<https://youtu.be/n5jp1UI2lwM>

Cecilia started her career as a classical pianist. Then she learned to craft stories as a photojournalist, photo editor, as a newspaper graphic designer and projects editor. This diverse background has given her a unique skillset that she brings to her work as a video editor and script supervisor for documentary, narrative and commercial projects.

(d) WORKLOAD ACCOMPLISHMENT

The timeline for the Las Vegas film project is ideal for Boyd Productions. On October 1st, we release our newest documentary *3 Seconds Behind the Wheel* through American Public Television and PBS International. That means, we're ready for a new and exciting documentary challenge.

Each member of the team is aware of the timeline and is prepared to lock the project into their schedule. Boyd Productions will keep team members apprised of our standing in the bidding process. They will be the first to know if we are short-listed as a finalist. Once the contract is awarded Boyd Productions is prepared to hit the ground running; pre-production can start as soon as the contract is awarded.

Our production team is accustomed to moving seamlessly from one project to another. Project members are blocked for a period of time and then move on to the next project. For example, our editor Cecilia Préstamo, who edits most of our documentaries, just finished a Spanish language documentary, then she will be working on the TV show *Milk Street* for a few weeks, followed by a few corporate projects for MIT. Then, she's ready to begin work on this project.

Ms. Sager and Ms. Boyd will be committed to this project from start to completion. The scriptwriter, archival researchers, the director of photography and the editor will work on the project for a designated time, but will be available for additional work on the project as necessary.

Significant background research has already been conducted, both historical and archival. We are aware of the key significant historical events of the era, as well as possible historic shooting locations in Las Vegas.

The current plan is for archival research and scripting to start as soon as the contract is awarded in mid-to late December. Scriptwriter Ken Chowder will spend several weeks researching and four weeks writing a script. A draft script should be ready for Commission review in mid-February.

Key sources for archival material have also been identified. UNLV Ph.D. candidate Aaron Ardley, who will work with us on archival research, is familiar with the important Las Vegas-based archives, and will start work as soon as the contract is awarded.

Upon script approval and the implementation of any requested changes, Boyd Productions will begin post-production and pre-production for approved original photography. Shooting will be scheduled and editor Cecelia Préstamo, who has blocked out time for this project in late winter/early spring, will get post-production underway.

Our team is excited to work on this project. It is top priority. The Boyd Productions' team is ready to go and prepared to deliver in May.

SECTION 3 –WORK PLAN

(a) APPROACH TO WORKING WITH THE COMMISSION

The Commission for the Las Vegas Centennial will serve as the film's Executive Producer. Each step of the way, through pre-production, production, and post-production, Boyd Productions will seek input from the Commission and request approval of the film's direction. Are we covering the content the Commission believes should be in the film? Does the Commission buy into our visual treatment of the subject? Are the suggested experts the voices the Commission wants to hear in the film? What have we left out that needs addressed?

Co-Producer/Project Manager, Catherine Sager will serve as the Commission's point person throughout the project. She will consult with the Commission regarding script content and the film's progress, providing regular written updates. Ms. Boyd will be the Company Representative for all business matters.

Preliminary Production Plan

Our team will begin pre-production upon award of contract in mid-December in preparation for a kick-off meeting, currently scheduled in our proposed timeline for January 3rd. Prior to the meeting, we will refine the conceptual outline presented in the RFP response and submit the updated outline to the Commission for review. Ideally, we would like to be in

communication with a Commission representative as we further develop the outline in mid to late December. This early guidance will be helpful.

Because of the film's tight deadline, Boyd Productions proposes setting aside time in the kick-off meeting to delve into film content and our creative approach. An alternate date in very early January could be arranged, if the Commission believes the first meeting should be reserved for other topics. In all instances where numerous people are involved and there are a variety of topics to be discussed, Boyd Productions will work with the Commission to develop an agenda prior to the meeting. Boyd Productions will create notes from the meetings and submit them to the Commission to make sure everyone is on the same page.

Following a thorough discussion of the film's content and approach, the conceptual outline will be updated and resubmitted to the commission, along with kick-off meeting notes and a list of experts to be interviewed. The approved conceptual outline will form the basis for drafting a script.

Archival research will begin upon award of contract in mid-late December and will be ongoing until the film is delivered and the rights for all images cleared.

Shortly following the kick-off meeting, Boyd Productions would like the Commission's approval of experts to be interviewed so that our team can move forward with scheduling interview dates. A representative or two from the Commission are welcome to attend the on-camera interviews.

A draft script should be ready for the Commission by February 14th. The two-column script, reviewed for accuracy by our content consultant prior to submission, will include narration, expert bites from the interviews, and a description of visuals to be used. A separate shot list of original photography will also be submitted. The draft script will include an explanation of proposed vignette segments that will be pulled from the longer film. These are the 2 to 3 - minute film highlights that will become vignettes.

Following review of the script, a meeting can be arranged to discuss the Commission's thoughts. Boyd Productions will make requested changes and move on to post-production and arranging production of approved original photography to help tell the story.

Post-Production is scheduled in our proposed time-line to begin March 4th. Shooting of original photography will also take place in early March. This is footage that will help visually tell a story, and might include the replica of a railroad worker's home and the town auction at Springs Preserve.

Archival researchers will have collected the bulk of the images to be used in the film by the time post-production commences. These archival images, the original photography, and the script will provide a roadmap for the editor to bring the story to life. Four weeks are scheduled for rough-cutting the film. The rough cut is scheduled for delivery to the Commission April 4th. We are asking for the Commission to review the rough cut over the course of several days, so that we can make the May deadline.

The Commission will be asked to put their requested changes in writing. These changes will be incorporated into film, narration recorded, graphics developed, a soundtrack finalized, along with fine cut editing. The proposed date for fine cut delivery to the Commission is May 6th. The Commission will again have an opportunity to suggest final changes.

While the commission is reviewing the fine cut, the approved vignettes will be cut from the documentary, and narration added at the top and bottom of the pieces, as necessary.

Once the Commission signs off on the fine cut and changes have been made, the final project will be sent for open captioning and, once completed, the final film and deliverables will be sent to the Commission. Then, the entire team will be ready to celebrate with a showing of the film at the May 15th event.

(b) FIRMS' CAPACITY FOR ALL ASPECTS OF THE PROJECT

Boyd Productions' early Las Vegas film project is staffed with a team of professionals who have the capacity, the historical documentary expertise, and creative ingenuity to produce a national broadcast quality documentary of which all can be proud.

The success of our vision is predicated upon the expertise of our production team, each of who was specifically selected for this project. All of these individuals are subcontractors who will be managed by Project Manager, Catherine Sager and Executive Producer/Director, Jennifer Boyd. Each subcontractor will sign a contract, outlining their responsibilities on the project and the fees paid. This is standard operating procedure for a film production company. Many top-notch companies operate on a skeleton staff and "staff-up" for production, hiring the best talent for a particular project. It is a cost effective and successful business model that has been in place for many years.

Together, Ms. Boyd and Ms. Sager will maintain quality control, making sure that benchmarks are met, assuring that communication lines are strong, and that each production team member shares the Commission's and Boyd Productions' vision for the film.

The team will be headed by Executive Producer/Director Jennifer Boyd who has a 25 year-track record overseeing large production teams and producing Emmy Award-winning documentaries, consistently delivered on time and on budget. Ms. Boyd will also direct the shoots and oversee the post-production process.

Scriptwriter Ken Chowder's experience with clients including National Geographic, PBS, Ken Burns' Florentine Films, and the National Park Service will play a central role in the success of this project. He has the ability early in the production process to establish the film's storytelling focus, its style, and pacing, successfully capturing viewer interest in Las Vegas' early history.

Each step of the production plan will be undertaken with precision and an understanding that each phase of production is critically important to the success of the project. During the pre-production, production, and post production phases of a project, Boyd Productions is in constant contact with the project team. There are conference calls, in-person group meetings, Skype calls, and written documentation. We care about details and feel strongly that maintaining strong lines of communication with the client and production team is the best way to manage a project with many moving parts.

Ms. Sager and Ms. Boyd will work closely together on the Las Vegas project, continuing their long history of collaboration. Catherine Sager will be a Co-Producer and Project Manager, serving as the primary point of contact for the Commission during pre-production and production. She will report to Ms. Boyd, as it is important to have a clearly defined chain of command.

Ms. Sager will be in regular contact with Ms. Boyd, the production team, and the Commission, being the eyes and ears of the production. She will work closely with scriptwriter Ken Chowder making sure he is aware of Commission directives, knows what archival material is available for telling a story, and providing him with any historical research he may need.

Ms. Sager will be responsible for scheduling production. She will work with our production team in Las Vegas, identifying and clearing any necessary permits for original photography and arrange interviews.

Ms. Sager will assist and oversee a team of archival researchers. Boyd Productions plans to work with a professional archival researcher, Rich Remsberg, who has extensive experience with historical documentaries. On the ground in Las Vegas, we will work with Aaron Ardley, a Ph.D. student at UNLV. Aaron will be one of the researchers who helps with the Las Vegas-based archives, including the Nevada State Museum, Special Collections at UNLV, Bob Stoldal's private collection, and the Jay Ross Clark Scrapbook, to mention a few. Aaron is interested in Las Vegas history and urban development. He knows the archives and people who work there. He will also help with historical locations of interest. Aaron is a great asset to the project. All rights will be cleared, documented and delivered to the Commission.

Boyd Productions has been in touch with a 2nd UNLV student, a dissertation candidate writing his thesis on Las Vegas from 1905-1911. He has a vast knowledge of early Las Vegas archival material, and Boyd Productions hopes to be able to utilize him as an additional resource. A Los Angeles-based researcher will be identified at a later date to work with collections at UCLA and Berkeley, if needed.

The production team will include Ms. Boyd, our proposed cinematographer, Jeff Springer; Las Vegas based producer/fixer Dan Jacobs and his associate Leslie Gomez. Mr. Jacobs has worked in the Las Vegas production community for over 20-years. He knows the production community inside out and will be a great help to our production team. Boyd Productions is also aware of excellent Las Vegas based cinematographers who we can call on when needed.

Ms. Boyd will work closely with Director of Photography Jeff Springer to establish a production path that will lead to rich, vibrant imagery. Production techniques, goals, challenges, and equipment needs will be discussed and documented at pre-production meetings.

During the production phase, we intend to film in 4K with prime lenses at a frame rate of 23.97. Two filming trips to Las Vegas are planned: one for interviews and one for original photography. Since the majority of our production crew is relatively local, airfare will be kept to a minimum.

Editor Cecelia Préstamo will handle post-production, continuing her long collaboration with Jennifer Boyd. They will work from Ken Chowder's script, bringing together all of the elements...music, pacing, graphics, visuals and first and foremost - a good story.

Below is a detailed timeline for completion of the film:

Timeline

Please note: Timeline to be revised at project initiation, and thereafter as necessary. Company shall communicate timeline revisions to the Commission in writing.

October 30 –Presentation at Finalist Meeting (Boyd Productions intends to fly to Las Vegas for meeting if selected)

December 3 – Pre-Award Submittals

December 18 – Contract Award/
Boyd Productions sets script and archival research in-motion.

December 18 – March 2019 – Script research, writing and revision.

December 18-April 30th – Archival Research Underway/Rights to all archival content will be cleared, documented, and delivered to Commission two weeks after fine cut approval.

December 20 - Post-Award Meeting

January 3 - Kickoff Meeting/ Discuss Boyd Productions Film Concept/Commission thoughts on production, things they want to see in the film/review Boyd Productions list of experts who might appear on-camera.

January 7– Boyd Productions submits meeting notes to Commission and revised conceptual outline, including experts to be interviewed.

January 11th – Commission approves outline

January 28, 29 30 – Shoot Interviews (approximate date depending upon interviewee availability)

January 29-Feb 4th – Transcription of Interviews

Feb 7-13 – Scriptwriter make selects from interviews, and includes in script

February 14th –Two column script with narration and proposed visuals submitted for Commission approval. The script will include notes regarding film highlights to be used for the ten 2-3 minute vignettes. Will also submit a proposed shot list of original photograph for approval.

February 19st – Commission comments due on script/approval of shot list and shooting locations

February 20-27 – Script revisions underway/ Vignette script tweaks for open and close

February 27th – Submit 2nd draft script and vignette scripts.

March 4th – Commission Approval of 2nd draft due

March 4 – Edit gets underway/ digitizing interviews, organizing archival material

March 4-March 8 – Shoot original photography

April 4th – Rough Cut submitted to commission

April 8th – Commission Rough Cut Comments due

April 9-May 6 Online Edit

Including development of graphics, music soundtrack, fine cut editing, record narration

May 6 -Deliver fine cut to commission for final feedback

May 6-8- Cutting vignettes from documentary while waiting for commission feedback

May 8- Final comments from commission.

May 9/10- Changes addressed. Files sent for captioning.

Final Delivery of show for May 15th Event

(c) CONCEPTUAL OUTLINE

Boyd Productions will produce a 75-90- minute film about Las Vegas history from 1904-1920 for the Commission for the Las Vegas Centennial. The film will both educate and inspire, laying the groundwork for a better understanding of Las Vegas history and how it grew. Ten 2 to 3 - minute vignettes will be drawn from the longer film, highlighting key moments.

Boyd Productions' award-winning team will weave together a dynamic film, telling the story of Las Vegas' early history through the people who lived it. The notoriously corrupt Montana copper baron, U.S. Senator William Clark; J.T. McWilliams, Walter Bracken, Helen Stewart; Las Vegas' first Mayor, Peter Buol; architect, Frederick DeLongchamps; cousins Alfonso and Philip Calac of the 91st Wild West Division, and Walter R. Bracken, Las Vegas agent for the Union Pacific and VP of the LV Land and Water Company – this cast of characters who played a formative role in the establishment of this new city in the desert-- the most unlikely of places for a boomtown --- will form the basis of a compelling documentary.

The film's narrative will be built around the stories of these early pioneers and will be brought to life with archival images, music, interviews with historians, graphics, and oral histories that may exist. Boyd Productions will work closely in conjunction with the Commission to create a contemporary look and feel for the film. We will use pacing, music, and scripting techniques to effectively draw the audience into the subject matter. An original music score will provide an emotional foundation, lifting the audience and carrying them from one scene to the next.

The film will offer some Las Vegas-style glitz along with the historical content, including original photography of iconic Las Vegas imagery edited in the opening sequence and possibly at transitional points that will tie the past with the present and give the film an upbeat contemporary look. As the centerpiece of a Commission sponsored Centennial event, the film will generate excitement about the City's history. Boyd Productions has produced historical documentaries for broadcast and high-end video pieces for large events. Filmmaking techniques from both genres could be utilized to maximize the film's impact.

Las Vegas history will be tied to larger forces at work in the United States in the early part of the 20th century. The entrepreneurial barons of industry, the development of a booming agricultural industry in Southern California, gold mining, Party politics, the progressive movement, U.S. entry into World War I, Prohibition, and the Pandemic of 1918 to name a few.

Working in collaboration with the Commission, Boyd Productions will explore the possibility of producing a more multi-dimensional film, linking the past with the present. "Why," we might ask people in man-on-the street style interviews, "could a place in the middle of the desert ever become a booming city?" A current urban planner might weigh in on the challenges the early settlers faced in creating a viable city. Time-lapse photography of the Mojave Desert environment could add to the film's visual diversity and reinforce the notion that this was a very unlikely place for a city to emerge.

We will rely heavily on expert interviews to carry the narrative. Their knowledge of the period and their passion for the topic will help engage the audience. A professional narrator will also play an important role. Some very successful documentary films only use the voices of people interviewed to carry the narration. Boyd Productions believes a narrator will be necessary to pull the many disparate elements together.

Boyd Productions would like to recommend creating a cut down of the longer film for broadcast, with a running time of 56.40. This is the standard program length for an hour time slot on public television. Boyd Productions has successfully distributed numerous award-winning documentaries nationally on public television and can assist in distributing the Las Vegas film. Creating a broadcast version can be discussed after contract award.

Our approach will be story-driven. Below is a proposed conceptual outline of some of the stories that might be explored. The Commission will be asked to weigh in on content, eliminating stories they would rather not include and adding those that may have been overlooked.

Birth, Boom, and Crisis – How Las Vegas Survived the Odds

- The backstory/prologue: Water, mining, agriculture, and the railroad: We will explore the role water, mining and consolidation of the railroad played in the founding of a town in the middle of the desert. What were the forces that led E.H. Harriman and Senator William Clark to clash in Nevada over control of the railroad?
- Senator William Clark - Who was this man and why was he interested in Las Vegas for his railroad line connecting Los Angeles to Salt Lake City and then another line into Tonopah? This colorful character makes for a good story.
- Helen Stewart's ranch and Senator William Clark's purchase that became the city of Las Vegas. Helen Stewart, "The First Lady of Las Vegas," will also be an important character in the film.
- A railroad town: January - 1905 the last spike on the San Pedro, Los Angeles & Salt Lake Railroad went in and railroad service began that spring. Now Clark needed a town.
- J.T. Williams and Senator William Clark: Competing towns along the tracks. A battle Williams couldn't win against Union Pacific and control of the water rights. A fire in September of 1905 settled the issue, but the battle between J.T. Williams and Union Pacific's Walter Bracken continued for years to come.
- The Las Vegas Land and Water Company and Clark's new town
- The Land Auction for Clark's town site and the formation of the Las Vegas Land and Water Company: Who came, who bought land, and what drove them to this community? The auction was a spectacle with close to 3,000 spectators and investors descending on the town. William Clark made a killing, becoming the first man to make a fortune in Las Vegas.
- Life in Las Vegas during its formative years: What was it like to live in a desert community with a population of close to 20 at the turn of the century and witness Las Vegas' emergence as a railroad company town with an ever-growing population that reached close to 2000 by 1920?
- Clark's vision for a new boomtown in the West: Efforts to build additional railroad lines to mining towns, bringing growing economic opportunity to the fledgling City.
- The early economy: agriculture, the railroad and tourism – The economy's ups, downs, misfires and the sector that holds today. What were the economic forces that contributed to the City's growth, only to later challenge its existence? Many thought there were great agricultural opportunities. What was farming like in an arid, desert climate? Who were the people who came to work on the railroad and how did they change the community? Tourism was important from the get-go...people passing through town were good customers.
- 1908's U.S. depression and the effects on the growing town.
- Gambling, Booze, and Girls and Divorce: Sin City and Las Vegas Block 16 and Block 17. We will delve into the infamous beginnings of what became Las Vegas' fame and fortune. We will explore the progressive movement's effects on the City and yet another challenge when gambling is outlawed in 1910– but lives on underground until it is legalized.
- 1910 was a tough year for Las Vegas – not only was gambling being threatened, but a flood shut parts of the railroad down for close to six months, cutting the city off from Salt Lake. Unemployment and uncertainty, followed.

- Peter Buol/ Vegas Artesian Water Syndicate – His role in the City's early development and his understanding of the role water would play.
- Bracken and the battle for water- the need for pipes to withstand the alkali in the soil and ensuing sanitation problems.
- Early leaders of note, including Ed. W Clark, Charles Squires
- Dividing Lincoln County and where to locate the new county seat was one of the most important political issues of Las Vegas' early years. Who were the leaders who built the city from the ground up? What role did Party politics play? What challenges did they face? **Key Events:** The County Division Committee, the threat of fires, Incorporation including the Clark and McWilliams town sites within city limits, the election of the 1st mayor and town commission, the sewer bond issue. The role of the Mesquite Club in improving the town.
- Infrastructure and its challenges in a growing community in the desert: The City's original sanitary system was built in 1913. What did this system look like and what limitations might it have in the future? The population more than doubled from 1910-1920, placing continued pressure on the availability of water.
- Las Vegas in the Progressive Era – Support and Resistance
- The rise of labor and portending trouble for Las Vegas. The railroad strike of 1911 and the long-term threat to a railroad community.
- What role did Las Vegas women play in Nevada's leading role in the suffragette movement, helping the state win the right to vote in 1914, five years before national suffrage passed. We will explore leading Nevada suffragette, Anne Martin's work with Las Vegas advocates, such as Delphine Squires. We will also highlight national suffragette leader Charlotte Perkins Gilman's visit to Las Vegas.
- World War I – Like towns across America, Las Vegas stepped up to play their role in the war effort. The American Red Cross established an office in the county commission chambers. The demand for resources boosted mining production, and the City thrived during the war. The stories of two Native Americans from Las Vegas are worth telling. The Calac cousins, Alfonso and Philip, joined a ragtag group of cowboys, farmers and miners in the Army's 91st Wild West Division and went on to play a central role in the Battle of Gesnes.
- Post World War I in Las Vegas- the downturn in mining and the slowing of the economy. Las Vegas finds itself facing yet another challenge. Railroad workers were laid off, and Senator Clark struggles to keep his railroad interests going. This is the beginning of several tough years for the city.
- The Pandemic of 1918-1919: The flu is believed to have arrived in Las Vegas via a passenger or worker on the San Pedro-Los Angeles-Salt Lake Railroad. We will tell the story of how it affected the community. We will learn about some of the heroes, for example Florence Annette Holmes, sister of film actress Helen Holmes - star of *Hazards of Helen*. Annette worked with Las Vegas' Hispanic community, educating them about the pandemic until she died of the flu herself.
- Prohibition in Las Vegas – A Death Knell for Sin City? As of midnight December 17, 1918, the "Wet and Dry" Referendum prohibited the sale of alcohol. Block 16 was legally dry. But defiance ruled, and speakeasy culture only emboldened Block 16.
- We will explore some of the earliest notions of building a dam across the Colorado River: The Colorado River Hydro-Electric Company and an early feasibility study of building a dam on the Colorado, led by Fred Hesse of the John B. Stetson company, a future Las Vegas Mayor. Why would the City of Las Vegas and its leaders be interested in taming the Colorado? How might the future construction of the dam affect Las Vegas? We will explore the effects of the 1905 Colorado River Flood and early efforts by Reclamation engineers to build dams on the Colorado River to prevent future devastation.

- A topic to be discussed with the Commission. Diversity in Las Vegas. Does the Commission want the film to address Hispanic, African American, or Native American influences in the early years? One possibility is the story of the Las Vegas Paiute – The Paiute who had adapted their lifestyle to the harsh desert environment, lost their way of life with the arrival of the railroad. Helen Stewart gave them 10 acres. We could tell the story of the rise of Las Vegas's railroad community and the demise of the Paiute culture.

Potential Expert Interviews

Michael Green - Associate Professor, University of Las Vegas
 Maury Klein – Union Pacific Historian or an alternate
 Joanne Goodwin – University of Las Vegas (Helen Stewart and Suffragette Movement)
 Gene Moehring – Chairman of the University of Las Vegas History Department
 Geoff Schumacher – Writer, Historian and Museum Executive
 Ralph Burns – Las Vegas Paiute
 Bob Stoldal – Historian
 Joan Whitely – Author: *Las Vegas Before the Future Found Us*
 Joe Thomson – Ph.D. Dissertation Candidate – UNLA (Las Vegas 1904-1911)
 Nathan Harper – Springs Preserve
 David Wrobel – UNLV

SECTION 5- PRICING PROSOSAL

- (a) Propose a firm fixed price proposal for the film, in the following format:

Item	Subject	Lump Sum Proposal
Film	Documentary film and all required supporting material	<u>\$ 199,908</u>

- (b) Provide anticipated costs by line item for the film, to show how you arrived at your fixed price proposal. Include at minimum line items for pre-production, research, permits, production, post-production.

Las Vegas History Project Pricing Proposal (Line Item Budget)

Service/Personnel	Qty	Days	Unit Cost	Total
Executive Producer	1		Flat	\$20,000
Producer/Unit Manager	1		Flat	\$25,000
Location Producer/Coordinator	1		Flat	\$2,500
Writer-Doc & vignettes	1		Flat	\$22,000
Narrator	1			\$1,800
Research	1			\$13,000
	1			
Sub Total				\$84,300
On location shooting				
Director shoot/travel days	1			\$10,000
Director of Photography	1	7	\$1,200	\$8,400
Sound Engineer	1	7	\$600	\$4,200
Equipment (cameras, sound, lights)		7	\$1,200	\$8,400
Travel/Food for crew				\$5,000

Production Assistant on location	1	7	200	\$1,200
Misc. OT after 10 hours				\$2,000
Sub Total				\$39,200

Edit/Post Production

Editing	1	40	\$500	\$20,000
Music			Flat	\$8,500
Mix				\$3,000
Graphic Design/Photo Touchups	1	5	600	\$3,000
Touchup Assistant	1	5	300	\$1,500
Stock Footage/photos				\$5,000
Transfer of archival materials				\$6,000
Hard drives	4		\$200	\$800
File management, conversions				\$2,500
Vignettes Edit	10	4	500	\$2,000
Sub Total				\$52,300

Misc

QC				\$650
Permits, licensing and misc. fees				\$1,800
Insurance				\$2,850
Transcription of interviews	1			\$1,200
Captioning and conformance				\$2,800
Sub Total				\$9,300

Total				\$185,100
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Administrative 5%				\$9,255.00
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Contingency 3%				\$5,553.00
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Grand Total				\$199,908
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