City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 495 S. MAIN STREET
COUNCIL CHAMBERS – 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
AGENCY MEMBERS: CAROLYN G. GOODMAN, CHAIR (At-Large)
STAVROS S. ANTHONY, VICE-CHAIR (Ward 4)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)
BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)

March 20, 2013
8:30 AM

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE REDEVELOPMENT MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF 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.

DUPLICATE AUDIO CDS AND DUPLICATE AUDIO/VIDEO DVDS MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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, COME TO THE PODIUM AND 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 Redevelopment Agency meeting of January 9, 2013

Redevelopment Area

5. Discussion for possible action to approve a Professional Consulting Agreement between the City of Las Vegas Redevelopment Agency and FFM LLC (DBA Faiss Foley Warren) for a public relations/marketing campaign promoting downtown Las Vegas (Not-to-exceed $292,930 - Redevelopment Special Revenue Fund) - Redevelopment Area - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

6. Discussion for possible action to approve a Professional Consulting Agreement between the City of Las Vegas Redevelopment Agency and Nancy Higgins, marketing consultant for a public relations/marketing campaign promoting downtown Las Vegas (Not-to-exceed $82,500 - Redevelopment Special Revenue Fund) - Redevelopment Area - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Citizens Participation

7. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND 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

Agency Member Recognition

8. AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108

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

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

SUBJECT:

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

SUBJECT:

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND 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

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of February 6, 2013

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion for possible action to approve a Professional Consulting Agreement between the City of Las Vegas Redevelopment Agency and FFM LLC (DBA Faiss Foley Warren) for a public relations/marketing campaign promoting downtown Las Vegas (Not-to-exceed $292,930 - Redevelopment Special Revenue Fund) - Redevelopment Area - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**

Amount: $292,930
Funding Source: Redevelopment Special Revenue Fund
Dept./Division: Economic and Urban Dev./RDA

PURPOSE/BACKGROUND:
For Fiscal Year 2012, the City Council approved a contract for $300,000 with Newland Real Estate Group, LLC, to provide marketing and public relation services for downtown Las Vegas and Symphony Park. Newland's contract expires March 31, 2013. The Economic and Urban Development Department will now directly manage the consulting agreements previously overseen by Newland. Requested funds will be used to achieve results similar to those accomplished during the past year: generating $2 million in publicity, which included coverage for at least 75 downtown businesses, and earning a 1:8 rate of return on our campaign budget investment. These labor-intensive efforts involve extensive media outreach; social media; publicizing downtown businesses; contests; working with downtown business owners and organizations; and producing publications, photography, videos and collateral materials.

RECOMMENDATION:
Approve

BACKUP DOCUMENTATION:
1. Professional Consulting Agreement
2. Rider To Professional Consulting Agreement
3. Downtown Marketing Initiative

PROFESSIONAL CONSULTING AGREEMENT
[STANDARD FORM]

THIS AGREEMENT (the "**Agreement**") is entered into as of the Effective Date by and between the Consultant and the Nevada non-profit company (known as Company) on the following terms and conditions:

SUMMARY OF BASIC TERMS AND DEFINITIONS

The following is a summary of the fundamental terms, conditions and definitions contained in this Agreement ("**Summary**"). The summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Agreement.

A.	**Nevada non-profit Company:**	City of Las Vegas Redevelopment Agency
	Company's Address:	City Hall, 495 S. Main St., 6th Floor
	City/State:	Las Vegas, NV 89101
	Telephone:	(702) 229-6100 Fax: (702) 385-3128
B.	**Consultant:**	FFM LLC (DBA FAISS FOLEY WARREN) – Melissa Warren, Managing Partner
	Consultant's Address:	100 N. City Parkway, Suite 750
	City/State:	Las Vegas, NV 89106
	Telephone:	702.528,6016 Fax: 702.933.1261
C.	**Effective Date:**	April 1, 2013
D.	**Expiration Date:**	June 30, 2014
E.	**Project:**	Downtown Marketing Initiative – Monthly Retainer
F.	**Scope of Services/Schedule of Performance**	See Exhibit A
G.	**Fees and Reimbursements:**	☐ GUARANTEED MAXIMUM FEE of $____, ("Fee") including reimbursements invoiced at $______ per month for fifteen months.

OR

☒ MONTHLY TIME AND MATERIALS FEE ("Fee") NOT TO EXCEED

$292,930 to include monthly retainer of $7,700 plus reimbursements not to exceed $177,430.

See Exhibit B for Consultant's billing rates and additional payment terms and Reimbursements.

CONSULTANT'S NOTE: No payments will be made by Company other than the specific Fees and Reimbursements set forth in this Agreement unless an amendment authorizing additional Services and/or Fees and/or Reimbursement is first entered into by the parties. To the extent a Consultant proposal is attached as an Exhibit, only the description of services, billing rates and specified Fee shall be made a part of this

Agreement. Any other terms and conditions contained in the Consultant's proposal are expressly excluded from this Agreement.

H. **Exhibits:**

Exhibit A – Scope of Services/Schedule of Performance

Exhibit A-1 – Consultant's Proposal (or general description of Services) and Billing Rates

Exhibit B – Billing Rates and Reimbursable Expenses

Exhibit C – Insurance Exhibit

I. **Additional Defined Terms:** All initial capitalized terms set forth in the Summary shall have the same meaning elsewhere in the Agreement as set forth in the Summary. In addition to the terms defined in this Summary above, the following terms shall have the meaning set out below:

(a) ""**Affiliates**" shall mean any person or entity, including any corporation, limited liability company, partnership, joint venture, division or other legal entity, directly or indirectly, in whole or in part, or through one or more intermediaries, owning, controlling, controlled by, or under the common control with, the Company and its officers, officials, directors, trustees, partners, managers, members, employees, agents and representatives.

(b) **"Claims"** shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

(c) **"Confidential Information"** shall mean all information acquired by Consultant, including materials prepared by Consultant, concerning the subject of the Services or the Company's intentions with respect thereto.

(d) **"Consultant Parties"** shall mean Consultant and Consultant's agents, employees, subcontractors, advisors, support consultants and other parties employed or engaged by Consultant or any of the foregoing or for whom Consultant is liable, and any other persons performing Services on behalf of Consultant under this Agreement.

(e) **"Legal Requirements"** shall have the meaning set forth in Section 22.

(f) **"Services"** shall have the meaning set forth in Section 1.

AGREEMENT

1. **Consultant's Services.** On the terms and conditions contained herein, Company hereby retains Consultant, and Consultant hereby agrees to perform all services identified on the attached Exhibit A, together with all other services and work product reasonably necessary to complete and/or customarily performed in connection with the Scope of Services identified on Exhibit A (collectively, the "**Services**").

2. **Term.** Unless earlier terminated by the express provisions hereof, the term of this Agreement ("**Term**") shall commence on the Effective Date and expire on the Expiration Date.

3. **Quality of Services**. Consultant shall devote Consultant's commercially reasonable and professional efforts consistent with other professionals in Consultant's industry, and fully and faithfully perform the Services (i) in an efficient and diligent manner so that the Services provided by Consultant hereunder will be timely (and in any event in accordance with the Schedule of Performance) and of a scope and quality not less than that performed by other professionals engaged in the performance of similar services in connection with projects of similar size, scope

and complexity, and (ii) in compliance with the Legal Requirements. Consultant shall provide, at no charge (other than amounts payable as Fees or Reimbursements), progress copies of drawings, reports, specifications and other necessary information, as required hereunder or as requested by Company, to Company and Company's contractors and other consultants. Consultant shall ascertain the requirements for the Services, shall confirm such requirements to Company and inform Company of any additional information Consultant needs from Company or Company's contractors or other consultants sufficiently ahead of time to allow Company to obtain such additional information and shall promptly notify Company of any deficiencies in the information provided to Consultant by Company or Company's contractors or other consultants. Company will employ other contractors, engineers and consultants in connection with the Project, and Consultant shall cooperate and coordinate its Services with such other contractors, engineers and consultants as required to facilitate reasonable, orderly and timely completion of the Project; provided that Consultant shall not be required to perform any Services other than as set forth herein and those customarily furnished in connection therewith.

4. **Licenses or Permits**. If any governmental license or permit shall be required for the proper and lawful conduct of Consultant's business, or shall be required for the Consultant Parties in connection with providing the Services hereunder, Consultant, at its expense, shall duly procure and thereafter maintain such license or permit, or cause such license or permit to be procured and thereafter maintained, and submit the same to the Company for inspection. Consultant, at its expense, shall at all times comply with the requirements of each such license or permit and shall cause any Consultant Parties providing the Services hereunder to so comply with the requirements of each such license or permit during the Term of this Agreement. The failure of Consultant to comply with the terms of this Section shall in no way relieve Consultant of its indemnification obligations under Section 13 of this Agreement.

5. **Personnel and Other Consultants**. All Consultant Parties providing the Services hereunder on behalf of Consultant shall (i) be qualified and competent professionals experienced in rendering the Services described in the Exhibit(s), conforming to the professional standards set forth in Section 3 and (ii) licensed to the extent required by Section 4. Consultant shall ensure that such persons perform the Services in the manner described in Section 3 above. If Consultant's proposal(s) identifies other persons to provide all or a portion of the Services other than Consultant, Consultant shall provide the Company with such person's or persons' qualifications and experience. Consultant shall nevertheless be fully responsible to Company and the indemnity set forth in Section 13 shall apply to Services rendered by other parties to or on behalf of Consultant.

6. **Fees and Reimbursements**. In consideration of the performance of the Services, the Company agrees to pay Consultant the Fees and Reimbursements, computed and presented as set out in Exhibit B hereto. Any single cost or expense subject to reimbursement by the Company which exceeds Five Thousand Dollars ($5000.00) or which is not listed on Exhibit B must be approved by the Company in advance of the obligation being incurred in order for such cost or expenses to be reimbursed.

7. **Invoices**. Consultant shall bill the Company for the Services based on invoice(s) with appropriate support documentation for the Fee and Reimbursements. Consultant shall submit invoices for the Fee and Reimbursements broken down separately as to each item. Provided Consultant has submitted invoices with appropriate support documentation by the first (1st) of the month, Consultant shall be paid by the thirtieth (30th) of such month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by Company. If the Company disputes or questions any part or all of an invoice, the Company shall advise Consultant in writing of such questions or disputes within thirty (30) days of the Company's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Consultant, including any of Consultant's subcontractor(s) or agent(s) responsible for the Services, in Company's sole and absolute discretion, shall, so long as Company is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and Company shall continue to make payments of undisputed amounts to Consultant in accordance with this Agreement. Except as otherwise determined by the Company, all payments for approved advisors and support consultants will be made to Consultant for payment to the designated advisors and support consultants.

8. **Ownership of Materials**. All materials produced or purchased at the Company's expense by Consultant or its approved advisory and support consultants shall be the property of the Company. When Consultant completes the Services and is paid in full for all approved and non-disputed Fees and Reimbursements, Consultant shall deliver the originals of all materials produced or purchased by Consultant to the Company within thirty (30) days. The Company shall be the owner of any and all work product (including, without limitation, all writings, drawings, specifications, blueprints, pictures, photographs and recordings) created, produced, developed, prepared or submitted by Consultant to the Company under this Agreement whether it be in printed or electronic form, and Company may reproduce, modify and otherwise use the work product created for any and all purposes. The Company shall also be the owner of all intellectual property rights in such work product, including all rights of copyright therein. Without any additional consideration, Consultant will execute and deliver any and all further documents that Company reasonably determines may be desirable to perfect its ownership of any intellectual property rights, including any copyright rights, in any of the work product. It is the intention of Consultant and the Company that the work product is a "**work for hire**" as that term is used in the federal Copyright Act. To the extent that any of the work product is not deemed "work for hire," Consultant hereby assigns, grants and conveys and agrees to assign, grant and convey all of Consultant's worldwide right, title and interest in and to such work product and all rights of copyright therein. However, if the work product consists of plans and specifications for physical structures, the Company will indemnify Consultant from any claim for property damage or personal injury arising from the use of the plans and specifications for any purpose other than the purpose for which originally produced.

9. **Company's Intellectual Property**. Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the Company that Consultant is permitted to use in connection with the Services are used by the consent of the Company and shall remain the sole and exclusive properties of the Company or its Affiliates, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

10. **Termination**.

(a) For convenience, the Company may terminate this Agreement or any of the Services of Consultant at any time with or without cause on seven (7) days' prior written notice. Upon receipt of a notice of termination, Consultant shall cease providing the Services as directed by the Company. Commitments for Services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by the Company. If the Company selects an alternate provider of the Services, Consultant shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of the Company's business. Consultant shall in any case be entitled to payment in full for any non-disputed Fees and Reimbursements in connection with all Services it performs until termination of performance has occurred.

(b) This Agreement may be immediately terminated at the election of Company with twenty-four (24) hours written notice to Consultant, upon the occurrence of any of the following events:

(i) Consultant's breach of any covenant or failure to perform any obligation under this Agreement; or

(ii) The failure of Consultant to comply with any statute, law or regulation applicable to Consultant in performing Consultant's Services hereunder.

11. **Confidentiality**. Consultant shall not disclose any Confidential Information to others without the Company's prior written consent. Disclosure to Consultant's employees and other professional advisors who agree to be bound by the terms of this Section is permitted when required in connection with the Services. Upon the conclusion of the Services, Consultant shall return all Confidential Information to the Company or shall certify to the Company that all Confidential Information has been destroyed. In addition, Consultant agrees that ideas or concepts under consideration by the Company and disclosed to or developed by Consultant are confidential and proprietary to the Company and may not be utilized by Consultant for any purpose other than in connection with the Services or disclosed to any third party unless authorized in writing by the Company. Consultant shall not refer to or show the Services provided for Company under this Agreement in any of Consultant's marketing or promotional materials absent Company's prior written approval, which may be withheld in Company's sole and absolute discretion.

Consultant agrees to commit the Consultant Parties to protect the confidential and proprietary nature of these ideas and concepts.

12. **Performance Reviews**. During the Term, Consultant and the Company shall meet as frequently as either party deems necessary to review Consultant's performance of the Services.

13. **Indemnification by Consultant; Exculpatory Clause and Waiver**. Consultant hereby agrees to defend, indemnify, protect and hold harmless the Company and its Affiliates and their respective members, managers, partners, lenders, officers, joint-venturers, directors, affiliates, representatives, agents, shareholders, attorneys and employees, and each of them and their respective successors and assigns (collectively, the "**Owner Parties**") from and against any and all Claims occurring incident to or resulting in whole or in part from, the activities of any of the Consultant Parties in connection with this Agreement; provided however, that this indemnity shall not apply to the extent of Company's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Consultant shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Consultant is carrying and maintaining. In any and all Claims against one or more of the Owner Parties by any employee of any of the Consultant Parties, the indemnification obligation under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant Parties under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. **Waiver**. The failure of either party to require the strict performance of any provisions of the Agreement in any one or more instances, or to exercise its rights hereunder or at law or in equity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

15. **Books and Records**. Consultant agrees that it will maintain records and books of account reflecting all Fees and Reimbursements and other charges invoiced to the Company, including supporting documentation, according to generally accepted accounting principles consistently applied, for a period of at least two (2) years after the Services are completed or terminated, and that the Company shall have the right to inspect and audit such books, records and supporting documentation at Consultant's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Consultant that are directly related to its performance of the Services. If any overcharges are discovered, Consultant agrees to refund promptly the overcharge to the Company, plus interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law.

16. **Supervision**. Consultant shall supervise the performance of subcontractors or support consultants retained by it and when requested to do so those retained by the Company in connection with the Services.

17. **Releases, Licenses and Permits**. Consultant shall obtain all releases, licenses, permits or other authorizations required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third parties that are required for use in performing the Services. The Company shall cooperate with Consultant in obtaining any such release, license, permit, or other authorization.

18. **Insurance**. Consultant and its advisors and support consultants of every tier shall maintain, with companies satisfactory to the Company, any and all insurance which would otherwise be obtained in the course of prudent business practice and shall comply with all terms and conditions thereof. Such insurance shall include, without limitation, the types of insurance in minimum amounts as listed on the Schedule of Insurance attached to this Agreement as Exhibit C. Consultant understands and agrees that Consultant is not covered and may make no claim under any of Company's insurance policies.

19. **Miscellaneous**.

(a) **Notices**. All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, facsimile (with telephonic confirmation of receipt), or certified mail with return receipt requested, to the address of each party given in the Summary of this Agreement and with copies to such other parties as set forth below. Notice given by personal delivery or facsimile shall be effective when received and notices by certified mail shall be effective the third business day after such notice is deposited in the United States mail postage prepaid. Copies of any such notices shall be provided as follows:

IF NOTICE IS TO COMPANY:	IF NOTICE IS TO CONSULTANT:
City of Las Vegas Redevelopment Agency Attn: Scott Carter City Hall, 495 S. Main St. 6th Floor Las Vegas, NV 89101 Telephone: 702/229-6077	FFM LLC (DBA Faiss Foley Warren) c/o Melissa Warren 100 N. City Parkway, Suite 750 Las Vegas, NV 89106 Telephone: 702-528-6016

(b) **Independent Contractor**. Consultant is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Services shall be under the complete control and direction of Consultant. Consultant understands and agrees that none of the Consultant Parties are entitled to any of the rights, privileges or benefits established for Company's employees. Consultant understands and agrees that Company will not pay or withhold from any amounts paid to Consultant under this Agreement any income tax, self-employment tax, payroll tax, workers compensation or other similar payments, and all such payments as may be required by law are the sole responsibility of Consultant. No partnership or joint venture is intended or implied by this Agreement.

(c) **Safety**. Consultant shall comply with all safety and loss prevention rules and procedures established at each work site as well as all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Consultant's employees. Consultant shall notify the Company immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur to its employees or subcontractors in connection with this Agreement and shall provide the Company with reports of any injuries and fatalities as the Company shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Consultant's insurers and the agencies having jurisdiction in connection with injuries or fatalities. If the Company determines that Consultant has breached or violated the terms of this Section 19.c., the Company shall have the right to suspend the Services or terminate this Agreement, as the Company shall determine, in its sole discretion, and the Services shall not recommence until and unless the Company is satisfied that the safety provisions will not thereafter be breached or violated. Nothing contained in this Section shall be interpreted as (i) enlarging the Company's legal duty to Consultant or to Consultant's agents, employees, subcontractors, advisors, support consultants or third parties, or (ii) altering the status of Consultant as an independent contractor under this Agreement.

(d) **Assignment**. This Agreement may not be assigned by Consultant, but may be assigned by the Company to an Affiliate, lender, or in connection with a sale of the property which is the subject matter of the Services hereunder.

(e) **Amendment**. This Agreement may be amended only by a written instrument which refers to this Agreement and is executed by each of the parties hereto.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Consultant and the Company.

(g) **Governing Law**. The laws of the city, county and state where the Project is located shall govern and control the construction, interpretation and enforcement of this Agreement, excluding any conflict of law rule which would refer any matter to the laws of any other jurisdiction.

(h) **Non-Discrimination in Employment.** During the Term of this Agreement, neither Consultant nor the other Consultant Parties shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant and the other Consultant Parties shall assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. During the Term of this Agreement, Consultant, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated therein.

(i) **Counterparts.** This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

(j) **Successors.** Subject to the provisions of Section 19(d) above, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming by, through or under any of the respective permitted successors or assigns.

(k) **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(l) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.

(m) **Time of the Essence.** Time is of the essence of this Agreement. Consultant shall prosecute the Services hereunder with diligence and in such a manner as is necessary to complete the Services on or before the completion date or dates specified in the Exhibit(s), it being understood by Consultant this being of the utmost concern and matter to the Company.

(n) **Cumulative Remedies.** All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

20. **Dispute Resolution.** Any dispute or claim between the Company and Consultant relating to or arising out of this Agreement and/or the Services performed by Consultant under this Agreement shall be subject to the provisions of this Section 20.

(a) Company and Consultant shall first submit all claims, disputes and other matters in question arising out of or relating to this Agreement or the actual or alleged breach thereof (collectively, "**Dispute**") to non-binding attempts at mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any legal requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Consultant Parties. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following paragraph.

(b) Except as provided in paragraph (c) below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation of performance or non-performance of this Agreement and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location determined by

Company in the State in which the Project is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars ($100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars ($100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in paragraph (c) below, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by Company and Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if Company is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Consultant, which Company believes involves or may involve Consultant, then Company shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Consultant into the Dispute, arbitration, litigation or other legal or administrative action between Company and such other person(s). Consultant hereby consents to such consolidation. Further, if such dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Consultant agrees to be so bound by such decision. Consultant also agrees to attend and participate fully at any mediation which Company believes involves or may involve Consultant, and to participate equally with other parties in sharing costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Consultant shall continue to perform all obligations under this Agreement, unless terminated by Company as provided herein.

(d) If either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the nonprevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of such attorneys' fees and all cost and disbursements incurred therein and in any mediation respecting the subject matter of such action or proceeding and including any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court, arbiter or mediator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

(e) Each party to this Agreement hereby waives its respective right to a trial by jury.

21. **Acknowledgment and Understanding; Interpretation**. Each of the parties hereto specifically agrees that it has a duty to read this Agreement and agrees that it is charged with notice and knowledge of the terms of this Agreement; that it has in fact read the Agreement and is fully informed and has full notice and knowledge of the terms, conditions and effect of this Agreement; that it has been represented by independent legal counsel of its choice throughout the negotiations prior to its execution of this Agreement and has received the advice of its attorney in entering into this Agreement; and it recognizes that certain of the terms of this Agreement result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. In addition, each party agrees that this Agreement shall not be construed against Company merely because of

Company's involvement in its preparation and the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Agreement. Further, the parties agree that any deletion of language from this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

22. **Compliance with Laws**. Consultant agrees, at its own expense, to comply and to cause the Consultant Parties to comply with all requirements of any existing federal, state and local laws, rules, regulations and requirements ("Legal Requirements") at all pertinent times in connection with the performance of the Services hereunder.

23. **Exhibits**. If there are any terms and conditions contained in any exhibit(s) attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail. All exhibits attached hereto are incorporated herein by this reference.

24. **Conflict of Interest**. Consultant hereby agrees to notify Company and seek Company's approval prior to Consultant's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Consultant's Services under this Agreement. Company may deny any such approval for Consultant's retention set forth above, in the event Company, in Company's sole and absolute discretion, should conclude that such retention would have an adverse affect on Consultant's Services under this Agreement or on the Project generally.

25. **Fair Housing**. Consultant acknowledges that Company and its Affiliates are (i) pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation and (ii) encourage and support community development programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

BALANCE OF PAGE INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

FFM LLC (DBA FAISS FOLEY WARREN) - A LIMITED LIABILITY COMPANY

By:____________________________________

Name:____________________________________

Title:____________________________________

COMPANY

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:____________________________________
Carolyn Goodman, Chair

ATTEST:

____
BEVERLY K. BRIDGES, Secretary

APPROVED AS TO FORM:

By: M. Ciancilles Esq
Date 3-11-13

EXHIBIT A
SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE

Consultant shall fully and faithfully perform all Services reasonably necessary for the Project, including without limitation, the following:

a. Coordinate all consulting activities with Company's designated representative for the Project;

b. Submit a monthly, or more frequently as requested by Company, written status/progress report of all activities conducted by Consultant for the Project; and

c. Perform the services as described on Exhibit "A-1" which is attached hereto and made a part hereof.

d. Estimated date for completion of Services: June 30, 2014

e. With respect to any reports or work product produced under this Agreement, Consultant shall issue any such reports and/or work product to: "Company and any Affiliate or other entity managed, either directly or indirectly, by Company."

[INTENTIONALLY LEFT BLANK]

EXHIBIT A-1

Proposal of Services

DOWNTOWN LAS VEGAS MARKETING INITIATIVE 2013
PUBLIC RELATIONS/SOCIAL MEDIA SCOPE OF WORK

DELIVERABLES/MEASURABLES:

- **Draft and distribute a minimum of two monthly press releases primarily on new, emerging and news-making downtown businesses – minimum of 24 press releases annually on new and emerging businesses.**
    - Measured by media pick-up (earned media coverage) and increased business for profiled companies. FFW to follow up with businesses following media coverage to assess individual results. FFW to include results in monthly reports.
    - Overall goal: $1.5 to $2 million in annual earned media coverage (ad value).
- **Draft and execute a minimum of 12 media pitches (combination of national/local) on topics germane to downtown with particular focus on downtown business, housing, parking and quality of life.**
- **Develop a social media program to include content development for Facebook, Twitter, YouTube and LinkedIn.**
    - Measured by social media engagement, followers, video views and posts.
- **Create of a minimum of 10 social media videos.**
    - Measured by views and re-posts.
- **Work with Nancy Higgins on development of new website, lvdowntown.com. Create website content.**
    - Measured by hits and usage.
- **Develop and write 12 monthly Noteworthy e-newsletters.**
    - Measured by hits and readership through analytics review.
- **Provide PR support and promotional assistance to a minimum of 75 downtown businesses through press releases, media pitches, help with grand openings, media referrals, features in *Noteworthy* and videos or blogs.**
- **Gather a minimum of 24 quotes on the positive aspects of doing business in Downtown Las Vegas.**
- **Promote and assist Nancy Higgins in executing CAPTURE DOWNTOWN photo competition. FFW to secure donated prizes for winners.**
    - Measured by number of entries.

- **Secure and solidify agreement with *Las Vegas Review-Journal* to produce a special downtown section.**

- **Draft and create content for special downtown section, assist with sponsorship retention and new sponsorship development.**

- **Work with Nancy Higgins to develop and execute two annual Symphony Park Lectures.**
    - Measured by attendance, PR promotion and coverage, as well as social media sharing.

OBJECTIVES:

- Continue to build on the momentum of current positive messaging about downtown revitalization through development and execution of a strategic communications and public relations plan that promotes business vitality, economic development and improving quality of life in downtown Las Vegas.

- Work closely with city of Las Vegas Economic and Urban Development department and Nancy Higgins of the downtown marketing initiative to develop and implement public relations tactics that support overall downtown marketing goals.

- Develop specific plans that address and promote downtown living to include nearby historic neighborhoods and the gentrification of these areas.

SCOPE OF WORK:

Communications/Messaging:

- Work alongside Nancy Higgins and city of Las Vegas Economic and Urban Development staff to develop and execute a comprehensive public relations and social media plan that supports key marketing goals and objectives for downtown Las Vegas revitalization.

- Revisit and redefine downtown key messages for 2013 and beyond to ensure consistency in all communications.

- Based on key messages, develop talking points for mayor and city council, city staff, DLVA members, downtown businesses and other downtown stakeholders to expand downtown messaging and build broad-based community support.

- Continue to write and evolve monthly e-newsletter, *Noteworthy*, with the goal of continuing to build readership (currently at 9,000+) and engage the community in news relevant to downtown revitalization.

Media Relations:

- Write and distribute press releases on new downtown businesses, developments and milestones on an ongoing basis. Work closely with EUD to identify appropriate and timely topics, businesses and trends for press release subject matter.

- Continue to function as gatekeeper and conduit for local, regional and national media interested in covering downtown. Provide media outlets/reporters with information on downtown, downtown businesses and facilitate media coverage on an ongoing basis.

- Pitch local, regional and national media on positive stories relevant to downtown revitalization.

- Identify new and emerging public relations and social media opportunities to promote downtown revitalization and quality of life.

- Update and maintain Symphony Park media kit and other materials as needed .

Community Relations:

- Assist Nancy Higgins with planning, organizing and executing twice-yearly Symphony Park lectures featuring topics germane to downtown.

- Work with Nancy Higgins to continue to operate speakers' bureau on downtown redevelopment; schedule and give presentations as needed; update/maintain PPT as needed and facilitate community presentations on downtown.

- Continue to strengthen the partnership with the Downtown Las Vegas Alliance and expand upon joint marketing efforts. Examples: *Rediscover Downtown Day 2013* and the special downtown section published by the *Las Vegas Review-Journal.* Include the Symphony Park lecture in this partnership to begin to transition of sponsorship and organizational responsibility to the DLVA.

Collateral/Website:

- Work with Nancy Higgins and EUD staff to draft/revise/update website copy and collateral as needed.

- Assist with special projects as requested by Nancy Higgins and EUD staff.

Social Media:

- Continue to build on the current downtown social media campaign to support goals, messages, objectives and events planned for 2013 through development and execution of a multifaceted social media campaign that builds followers and overall community support.

- Create and execute social media content for Facebook, Twitter, Pinterest, blogs and other social media channels, such as LinkedIn, as they develop.

- Produce short social media videos to visually support targeted messages, build followers and engage key target markets.

Ongoing Administration:

- Meet weekly with Nancy Higgins and semimonthly with Nancy Higgins/EUD staff. Maintain ongoing daily/weekly phone and email communications as necessary to advance all programs and initiatives.

- Provide monthly reports to include milestones achieved, activity updates and earned media coverage with corresponding publicity values. Reports to include back-up documentation and timesheets.

- Manage the hard costs and resultant accounting processes; work closely with Nancy Higgins on budget oversight.

COMPENSATION:

From January 2013 through June 2014, FFW to receive **monthly retainer of $6,500** for public relations services as described above and **$1,200 per month** for social media services as described above, for a total of $7,700 per month **($115,500 for 15 months)**. FFW video services to be included under hard costs.

Total hard costs for 15-month period estimated at **$177,430**. (See attached budget.)

Total FFW contract amount for 15-Month Period: **$292,930.**

EXHIBIT B
Fees and Reimbursements

Fees: Consultant's Billing Rates are attached hereto as Exhibit "B-1" and made a part hereof.

Reimbursements:

1. Out of Pocket Expenses.

   Consultant is to be reimbursed for all reasonable and actual (without mark-up) out-of-pocket expenses directly associated with Consultant's performance of the Services. These services will be reimbursed as part of their consultant contract, including but not limited to:

   a. Onsite signage at Symphony Park to include fence panels and flags

   b. Media placement

   c. Print production design to include marketing materials, graphic design services, printing, photography, illustration and fence panel program

   d. Website and online development and updating to include website development of lvdowntown.com; website development for symphonypark.com; and maintenance for both sites

   e. Social media videos

   f. Public Relations hard costs to include press kit revisions, materials for the Symphony Park lectures, PR Newswire costs and miscellaneous PR costs

   g. Trademark, legal services for Symphony Park and other legal services for photo competition

   h. Contingency of 6 percent of total budget

   Such out-of-pocket expenses shall not exceed $177,430 without Company's prior written approval.

2. Travel Expenses.

   Consultant is to be reimbursed for all reasonable out-of-town travel expenses (without mark-up) directly associated with Consultant's performance of the Services, including, but not limited to [specify dates and trips, if possible]:

   i. Air fare (coach class only);

   j. Ground transportation;

   k. Hotel (business class);

   l. Meals.

   Such out-of-town travel expenses shall not exceed $ 0 per trip and $ 0 in the aggregate, without Company's prior written approval.

Exhibit C

Schedule of Insurance
Professional and Consulting Services Agreement

Consultant shall carry and maintain, and shall cause any and all approved advisors and support consultants to carry and maintain, at all times during the term of this Agreement, and thereafter if so designated hereinafter, at no cost to the Company, the following insurance coverages in amounts not less than those shown below, through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A VIII, and shall comply with all of the provisions in this Schedule of Insurance:

a.	TYPE OF INSURANCE	MINIMUM LIMITS
	I. Workers' Compensation.	Statutory limits complying with the laws of the state in which the project is located during performance by Consultant pursuant to this Agreement), and employer's liability insurance with limits not less than $1,000,000 bodily injury by accident (each accident), $1,000,000 bodily injury by disease (policy limit), and $1,000,000 bodily injury by disease (each employee).
	II. Commercial General Liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Agreement), broad form property damage coverage (including completed operations).	Not less than $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate limit, and $2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater.
	III. Commercial Automobile Liability including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto.	$1,000,000 per accident.
	IV. Professional Liability (Errors and Omissions) to be carried and maintained during the term of the Agreement and for a period of three (3) years thereafter covering liability to Company imposed by law or contract arising out of an error,	$1,000,000 per occurrence and in the aggregate.

	omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting therefrom. Policy shall at all times include a retroactive date no later than the Effective Date.	

b. Waiver of Subrogation. All policies listed under Section a. I, II and III shall be endorsed to provide that each insurer thereunder waives its right of subrogation against or contribution from the Company, its Affiliates, the Project Owner, or any of their insurers.

c. Additional Insureds. The policies listed above under Section a. II & III shall name the Company, its Affiliates and any lender identified by Company as (i) additional insureds under the CGL policy required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to Company, and (ii) as additional insureds under the commercial automobile liability insurance.

d. Primary Coverages. All policies shall be primary insurance for Consultant Parties and the Company, Company's lender(s), the Owner Parties and such other persons and entities as may from time to time be designated by Company. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Consultant Parties and may not contain any exclusionary language or limitations applicable to the additional insureds.

e. Deductibles and Self-Insured Retention. No deductible or self-insured retention shall exceed $50,000 per occurrence for the coverages required above. Consultant may seek written approval by Company of a deductible or self-insured retention exceeding $50,000 per occurrence, which Company may (but is not obligated to) grant in its sole discretion.

f. Verification of Coverage. Prior to commencing the Services, Consultant shall deliver to Company the required endorsements and waivers of subrogation referred to in this Exhibit C, as well as certificates of insurance evidencing the coverages referred to in this Exhibit C. Promptly upon Company's request, Consultant shall deliver to Company a copy of any and all of the insurance policies and other insurance documents required by this Exhibit C. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of Company prior to the expiration of the existing policy or policies.

Permitting Consultant to start or continue services, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Consultant's insurance fails to meet the requirements stated herein, all payments may be held until the deficiency has been resolved.

Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide Company with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Consultant shall, immediately upon receipt, provide Company with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

g. Acceptability of Insurers. All insurance carried in accordance with this Schedule of Insurance shall be provided through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A:VIII.

h. Failure of Compliance with these Provisions. The failure of Consultant to carry and maintain the insurance coverages under this Schedule of Insurance, including, without limitation, the failure to maintain the Professional Liability (Errors and Omissions) during the term the Services are performed and for three (3) years thereafter, shall not be deemed to limit Consultant's liability or in any way limit, modify or otherwise diminish Consultant's indemnification obligations contained in this Agreement. The insolvency, bankruptcy or failure of any insurance company issuing insurance for Consultant, or the failure or refusal of any insurance company to pay claims shall not be held to waive any of the provisions of this Agreement. In the event Consultant fails to carry and maintain the insurance specified herein, the Company may, at its option, but without the obligation to do so, secure such insurance, and the cost thereof, plus a five percent (5%) administrative charge, shall be paid by the Consultant to the Company within ten (10) days after demand from the Company to Consultant, or, at the Company's discretion, offset such amount against any amounts due from the Company to Consultant.

RIDER TO PROFESSIONAL CONSULTING AGREEMENT

This Rider shall be attached to and incorporated as a part of the Professional Consulting Agreement dated _________, 2013, by and between CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), and FFM LLC, DBA Faiss Foley Warren ("Consultant").

1. 1. [X] Nevada Licenses and Permits – As a result of the Project, Downtown Marketing Initiative, being located in the city of Las Vegas, State of Nevada, the Consultant agrees that it shall be properly licensed and in current good standing with the applicable agency or department in the State of Nevada. If the Consultant's business is located outside the State of Nevada, the Consultant shall be required to obtain proper licenses and permits and be qualified to do business in the State of Nevada.

2. [X] Disclosure of Principals – Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Consultant warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of Consultant, as well as all persons and entities holding more than 1% interest in Consultant or any principal of Consultant. Throughout the term hereof, Consultant shall notify RDA and the City of Las Vegas in writing of any material change in the above disclosure within 15 days of any such change.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, City and Consultant have executed this Rider to Professional Consulting Agreement as of the date first set forth above.

RDA:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ____________________________
CAROLYN G. GOODMAN, Chair

ATTEST: ______________________
BEVERLY K. BRIDGES, Secretary

APPROVED AS TO FORM:

By: ____________________ 3-11-13
Date

CONSULTANT:

FFM LLC, DBA Faiss Foley Warren, a Nevada Limited Liability Company

By: ______________________________
Name: ____________________________
Title: _____________________________

Exhibit "A"

Disclosure of Principals

The principals and partners of FFM LLC DBA Faiss Foley Warren and all persons and entities holding more than 1% interest in FFM LLC DBA Faiss Foley Warren or any principal of FFM LLC DBA Faiss Foley Warren are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Melissa Warren	100 N. City Parkway	702-538-6016
2. Linda Faiss	Suite 750	
3. Helen Foley	Las Vegas, NV	
4.	89106	
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Melissa Warren

Its: Managing Partner

Subscribed and sworn to before me this 28 day of February, 2013.

JoAnn Crolli

Notary Public

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

DOWNTOWN MARKETING INITIATIVE
MARKETING PLAN
(April 2013 – June 2014)

MARKETING GOALS

These goals will be achieved through a highly targeted approach, strategically using limited funds to increase the level of awareness during this transitional and still economically challenging time.

During the calendar year 2013:

I. Generate at least $1.5 million in free positive publicity (advertising value).
II. Obtain positive publicity for at least 75 downtown businesses.
III. Obtain a minimum of $350,000 in added-value donations from individuals and businesses. (Includes sponsorships, prize donations, donated professional time, etc.)
IV. Earn a 1:6 return on our $300,000 campaign budget investment.
V. Maintain 9,000 subscribers for monthly e-newsletter, Noteworthy. (A drop in the current subscriber base is possible when e-blast is transitioned to lvdowntown.com; therefore, the goal is to maintain the base for 2013.)
VI. Obtain at least 24 positive testimonials from business owners/operators on Downtown Las Vegas and/or the Las Vegas Redevelopment Agency.
VII. Produce at least 10 social media videos promoting downtown Las Vegas (longer videos may equal 2-3 of the usual short — 1 to 2 minute — videos).
VIII. Begin public relations, publicity and social media efforts to target business owners/operators outside the Las Vegas region (allowing for budget limitations).

OBJECTIVES

I. Create cohesive downtown messages linking key projects and areas, including:
   - Symphony Park
   - Fremont Street Experience
   - Fremont East Entertainment District
   - 18b, The Las Vegas Arts District
   - Cultural Corridor

II. Continue to work with downtown business owners/operators to promote positive information pertaining to downtown Las Vegas.
   - Coordinate messages
   - Provide promotional assistance
   - Provide positive publicity exposure
   - Promote via social media

III. Continue to broaden partnerships with businesses and the Downtown Las Vegas Alliance to share messages and costs and to expand reach.

- Build and maintain lecture sponsors
- Grow and maintain Las Vegas Review-Journal partnership on photo competition and special downtown section
- Expand *Rediscover Day* partnership with DLVA and expand DLVA's lecture series involvement.

TARGET AUDIENCES

I. Las Vegas business and development communities
II. General Las Vegas population
III. Outside business community (where possible and within budget limitations)
   - Emphasize California region
   - Emphasis on technical and medical fields

STRATEGIES & TACTICS

I. Stakeholder Relationship Building

- Continue ongoing communications via meetings, emails and phone calls.
- Work closely with downtown businesses' marketing staffs for deeper involvement and inclusion in public relations efforts.
- Obtain positive testimonials from and positive publicity about downtown business owners/operators.
- Obtain suggestions for improvement, to be shared internally with RDA staff.

II. Public and Community Relations

- Continue ongoing public relations campaign to promote downtown's positive news:
  - Promote individual business successes. Feature at least 24 businesses in *Noteworthy* annually and pitch to print, broadcast and social media when appropriate.
  - Develop stories about new downtown businesses. Pitch to relevant publications and media outlets throughout the U.S. through PR Newswire.
  - Serve as PR resource for downtown small businesses.
  - Meet with new business owners/operators to familiarize them with the Downtown Marketing Initiative.
  - Promote parking, downtown living and economic development in topic-specific releases, as well as in other stories.
  - Capitalize on media opportunities as they occur.
  - Respond, when appropriate, to negative press.
  - Produce at least 24 press releases and 12 news pitches on an annual basis.
  - Update the Symphony Park Media Kit at least once annually.

III. Online Activities

- ***Noteworthy* newsletter**
  - Maintain 9,000-subscriber database.
  - Transfer to lvdowntown.com and to RDA's server.

  - Change header to ***NOTEWORTHY – Downtown News of Note*** in 2013 to better reflect expanded focus.
  - Share all *Noteworthy* content on social media channels.

- **Downtown Las Vegas portal website, lvdowntown.com**
  - Repurpose site to serve as a company "welcome wagon," a portal where businesses interested in downtown Las Vegas can begin info research.
  - Feature prominent links to sites such as RDA and DLVA.
  - Symphonypark.com site eventually will be incorporated into and become an element of this new portal site.
  - Personalize site (Example: welcome video with mayor).
  - Consider how to use relocation resources.
  - **Content:**
    - Prominent and extensive links to business-related sites: RDA, DLVA, etc.
    - Links to other appropriate downtown-related sites
    - Symphony Park link
    - Facts about doing business downtown
    - Feature Capture Downtown photo competition
    - Consider including video competition
    - Produce at least 10 videos per year for this site, including:
      - Mayor's welcome
      - Productions featuring business leaders
      - Info on city's business incentives and services

- **Social Media**
  - Create new social media channels on Facebook, LinkedIn and YouTube
  - Post Downtown Marketing Initiative-related topics on these sites
  - Coordinate branding of all social media

- **Lecture Series**
  - Continue to secure co-sponsorships.
  - Obtain a new organizer/sponsor for this lecture series by the end of 2013.

- **Creative Development, Advertising & Promotions**
  - Use the ***Rediscover Downtown*** theme through the end of fiscal year 2014.
  - Continue producing the LVRJ downtown tabloid section.
    - Partner with DLVA again on this.
    - Emphasize a broader range of businesses.
  - Continue with Capture Downtown photo competition, which supplies us with valuable photos at no cost. Include a business-related category in the 2013 competition.

IDEAS FOR SPECIAL FOCUS:

IV. **Parking**
- Generate grassroots support for street-front parking from DLVA members, particularly key downtown business owners.
  - Invite these individuals to attend parking-related press conferences to show support.
  - Quote in press releases and social media.
  - Include parking stories in *Noteworthy* and DLVA newsletters.
  - Include parking stories in downtown special section, social media and more.

V. **Downtown Living**
- Pitch media stories on the continuing gentrification of downtown neighborhoods and homes, with focus on remodels done by new urban dwellers.
- Add historic downtown neighborhoods to our social media and website promotions. Consider featuring historical homes that have undergone renovation.

- Consider downtown living as the focus of the fall 2013 lecture.
  - Create a video tour of historical downtown neighborhoods and homes.
  - Feature panel of interesting people living downtown, both new and long-time residents.
  - Feature PowerPoint of homes that have been restored and/or undergone renovation.

VI. **Economic Development**
- Assist with promotion and media relations related to city and regional economic development studies.
- Promote results of second downtown study.
- Assist with promotion of Quick Start program as appropriate.

KEY MEASUREMENTS:

I. **Public relations**
- Advertising value of editorial
- Number of pitches and press releases
- Press views on PR Newswire

II. **Number of downtown businesses worked with**
- Publicity obtained
- Testimonials provided
- Event and advertising participation

III. **Added-value (dollar value)**
- Professional consultants' time exceeding amount covered by retainers
- Partnerships/sponsorships
  - Event co-sponsorships
  - Prizes donated by downtown businesses for photography competition

        - Downtown businesses' donated services/products for FAM trips, downtown tours, etc.
        - Media sponsors (such as KNPR and Las Vegas Review-Journal) donated media time and space
    - Photos from Capture Downtown competition and donated photos from other sources

IV. Creation of new digital communication

- Website, lvdowntown.com
- Facebook page
- YouTube site
- LinkedIn site

V. Online activity

- Noteworthy newsletter readership
    - Subscriber number
    - E-blast openings
    - E-blast click-throughs
- Website, lvdowntown.com
    - Google Analytics
    - Google for Social Media
- YouTube video viewership
- Social media
    - Facebook Insights
    - LinkedIn Group Analytics
    - Google for Social Media
    - Social media sharing

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:

Discussion for possible action to approve a Professional Consulting Agreement between the City of Las Vegas Redevelopment Agency and Nancy Higgins, marketing consultant for a public relations/marketing campaign promoting downtown Las Vegas (Not-to-exceed $82,500 - Redevelopment Special Revenue Fund) - Redevelopment Area - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**

☐ **Budget Funds Available**

Amount: $82,500
Funding Source: Redevelopment Special Revenue Fund
Dept./Division: Economic and Urban Dev./RDA

PURPOSE/BACKGROUND:

For Fiscal Year 2012, the City Council approved a contract for $300,000 with Newland Real Estate Group, LLC, to provide marketing and public relation services for downtown Las Vegas and Symphony Park. Newland's contract expires March 31, 2013. The Economic and Urban Development Department will now directly manage the consulting agreements previously overseen by Newland. Requested funds will be used to achieve results similar to those accomplished during the past year: generating $2 million in publicity, which included coverage for at least 75 downtown businesses, and earning a 1:8 rate of return on our campaign budget investment. These labor-intensive efforts involve extensive media outreach; social media; publicizing downtown businesses; contests; working with downtown business owners and organizations; and producing publications, photography, videos and collateral materials.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Professional Consulting Agreement
2. Rider To Professional Consulting Agreement
3. Downtown Marketing Initiative

PROFESSIONAL CONSULTING AGREEMENT
[STANDARD FORM]

THIS AGREEMENT (the "**Agreement**") is entered into as of the Effective Date by and between the Consultant and the Nevada non-profit company (known as Company) on the following terms and conditions:

SUMMARY OF BASIC TERMS AND DEFINITIONS

The following is a summary of the fundamental terms, conditions and definitions contained in this Agreement ("**Summary**"). The summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Agreement.

A.	**Nevada non-profit Company:**	City of Las Vegas Redevelopment Agency
	Company's Address:	City Hall, 495 S. Main St., 6th Floor
	City/State:	Las Vegas, NV 89101
	Telephone:	(702) 229-6100 Fax: (702) 385-3128
B.	**Consultant:**	NANCY HIGGINS
	Consultant's Address:	7009 Arcadia Creek Street
	City/State:	North Las Vegas, NV 89102
	Telephone:	702.467.3540 Fax:
C.	**Effective Date:**	April 1, 2013
D.	**Expiration Date:**	June 30, 2014
E.	**Project:**	Downtown Marketing Initiative – Monthly Retainer
F.	**Scope of Services/Schedule of Performance**	See Exhibit A
G.	**Fees and Reimbursements:**	[X] GUARANTEED MAXIMUM FEE of $82,500.00, ("Fee") including reimbursements invoiced at $5,500 per month for fifteen months.

OR

[ ] MONTHLY TIME AND MATERIALS FEE ("Fee") NOT TO EXCEED

$ ______________ including Reimbursements.

See Exhibit B for Consultant's billing rates and additional payment terms and Reimbursements.

CONSULTANT'S NOTE: No payments will be made by Company other than the specific Fees and Reimbursements set forth in this Agreement unless an amendment authorizing additional Services and/or Fees and/or Reimbursement is first entered into by the parties. To the extent a Consultant proposal is attached as an Exhibit, only the description of services, billing rates and specified Fee shall be made a part of this Agreement. Any other terms and conditions contained in the Consultant's proposal are expressly excluded from this Agreement.

H. **Exhibits:**

Exhibit A – Scope of Services/Schedule of Performance

Exhibit A-1 – Consultant's Proposal (or general description of Services) and Billing Rates

Exhibit B – Billing Rates and Reimbursable Expenses

Exhibit C – Insurance Exhibit

I. **Additional Defined Terms:** All initial capitalized terms set forth in the Summary shall have the same meaning elsewhere in the Agreement as set forth in the Summary. In addition to the terms defined in this Summary above, the following terms shall have the meaning set out below:

(a) ""**Affiliates**" shall mean any person or entity, including any corporation, limited liability company, partnership, joint venture, division or other legal entity, directly or indirectly, in whole or in part, or through one or more intermediaries, owning, controlling, controlled by, or under the common control with, the Company and its officers, officials, directors, trustees, partners, managers, members, employees, agents and representatives.

(b) **"Claims"** shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

(c) **"Confidential Information"** shall mean all information acquired by Consultant, including materials prepared by Consultant, concerning the subject of the Services or the Company's intentions with respect thereto.

(d) **"Consultant Parties"** shall mean Consultant and Consultant's agents, employees, subcontractors, advisors, support consultants and other parties employed or engaged by Consultant or any of the foregoing or for whom Consultant is liable, and any other persons performing Services on behalf of Consultant under this Agreement.

(e) **"Legal Requirements"** shall have the meaning set forth in Section 22.

(f) **"Services"** shall have the meaning set forth in Section 1.

AGREEMENT

1. **Consultant's Services.** On the terms and conditions contained herein, Company hereby retains Consultant, and Consultant hereby agrees to perform all services identified on the attached Exhibit A, together with all other services and work product reasonably necessary to complete and/or customarily performed in connection with the Scope of Services identified on Exhibit A (collectively, the "**Services**").

2. **Term.** Unless earlier terminated by the express provisions hereof, the term of this Agreement ("**Term**") shall commence on the Effective Date and expire on the Expiration Date.

3. **Quality of Services**. Consultant shall devote Consultant's commercially reasonable and professional efforts consistent with other professionals in Consultant's industry, and fully and faithfully perform the Services (i) in an efficient and diligent manner so that the Services provided by Consultant hereunder will be timely (and in any event in accordance with the Schedule of Performance) and of a scope and quality not less than that performed by other professionals engaged in the performance of similar services in connection with projects of similar size, scope and complexity, and (ii) in compliance with the Legal Requirements. Consultant shall provide, at no charge (other than amounts payable as Fees or Reimbursements), progress copies of drawings, reports, specifications and other necessary information, as required hereunder or as requested by Company, to Company and Company's contractors and other consultants. Consultant shall ascertain the requirements for the Services, shall confirm such requirements to Company and inform Company of any additional information Consultant needs from Company or Company's contractors or other consultants sufficiently ahead of time to allow Company to obtain such additional information

and shall promptly notify Company of any deficiencies in the information provided to Consultant by Company or Company's contractors or other consultants. Company will employ other contractors, engineers and consultants in connection with the Project, and Consultant shall cooperate and coordinate its Services with such other contractors, engineers and consultants as required to facilitate reasonable, orderly and timely completion of the Project; provided that Consultant shall not be required to perform any Services other than as set forth herein and those customarily furnished in connection therewith.

4. **Licenses or Permits**. If any governmental license or permit shall be required for the proper and lawful conduct of Consultant's business, or shall be required for the Consultant Parties in connection with providing the Services hereunder, Consultant, at its expense, shall duly procure and thereafter maintain such license or permit, or cause such license or permit to be procured and thereafter maintained, and submit the same to the Company for inspection. Consultant, at its expense, shall at all times comply with the requirements of each such license or permit and shall cause any Consultant Parties providing the Services hereunder to so comply with the requirements of each such license or permit during the Term of this Agreement. The failure of Consultant to comply with the terms of this Section shall in no way relieve Consultant of its indemnification obligations under Section 13 of this Agreement.

5. **Personnel and Other Consultants**. All Consultant Parties providing the Services hereunder on behalf of Consultant shall (i) be qualified and competent professionals experienced in rendering the Services described in the Exhibit(s), conforming to the professional standards set forth in Section 3 and (ii) licensed to the extent required by Section 4. Consultant shall ensure that such persons perform the Services in the manner described in Section 3 above. If Consultant's proposal(s) identifies other persons to provide all or a portion of the Services other than Consultant, Consultant shall provide the Company with such person's or persons' qualifications and experience. Consultant shall nevertheless be fully responsible to Company and the indemnity set forth in Section 13 shall apply to Services rendered by other parties to or on behalf of Consultant.

6. **Fees and Reimbursements**. In consideration of the performance of the Services, the Company agrees to pay Consultant the Fees and Reimbursements, computed and presented as set out in Exhibit B hereto. Any single cost or expense subject to reimbursement by the Company which exceeds Two Thousand Five Hundred Dollars ($2,500.00) or which is not listed on Exhibit B must be approved by the Company in advance of the obligation being incurred in order for such cost or expenses to be reimbursed.

7. **Invoices**. Consultant shall bill the Company for the Services based on invoice(s) with appropriate support documentation for the Fee and Reimbursements. Consultant shall submit invoices for the Fee and Reimbursements broken down separately as to each item. Provided Consultant has submitted invoices with appropriate support documentation by the first (1st) of the month, Consultant shall be paid by the thirtieth (30th) of such month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by Company. If the Company disputes or questions any part or all of an invoice, the Company shall advise Consultant in writing of such questions or disputes within thirty (30) days of the Company's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Consultant, including any of Consultant's subcontractor(s) or agent(s) responsible for the Services, in Company's sole and absolute discretion, shall, so long as Company is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and Company shall continue to make payments of undisputed amounts to Consultant in accordance with this Agreement. Except as otherwise determined by the Company, all payments for approved advisors and support consultants will be made to Consultant for payment to the designated advisors and support consultants.

8. **Ownership of Materials**. All materials produced or purchased at the Company's expense by Consultant or its approved advisory and support consultants shall be the property of the Company. When Consultant completes the Services and is paid in full for all approved and non-disputed Fees and Reimbursements, Consultant shall deliver the originals of all materials produced or purchased by Consultant to the Company within thirty (30) days. The Company shall be the owner of any and all work product (including, without limitation, all writings, drawings, specifications, blueprints, pictures, photographs and recordings) created, produced, developed, prepared or submitted by Consultant to the Company under this Agreement whether it be in printed or electronic form, and Company may reproduce, modify and otherwise use the work product created for any and all purposes. The Company shall also be the owner of all intellectual property rights in such work product, including all rights of copyright therein. Without any additional consideration, Consultant will execute and deliver any and all further

documents that Company reasonably determines may be desirable to perfect its ownership of any intellectual property rights, including any copyright rights, in any of the work product. It is the intention of Consultant and the Company that the work product is a "**work for hire**" as that term is used in the federal Copyright Act. To the extent that any of the work product are not deemed "work for hire," Consultant hereby assigns, grants and conveys and agrees to assign, grant and convey all of Consultant's worldwide right, title and interest in and to such work product and all rights of copyright therein. However, if the work product consists of plans and specifications for physical structures, the Company will indemnify Consultant from any claim for property damage or personal injury arising from the use of the plans and specifications for any purpose other than the purpose for which originally produced.

9. **Company's Intellectual Property**. Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the Company that Consultant is permitted to use in connection with the Services are used by the consent of the Company and shall remain the sole and exclusive properties of the Company or its Affiliates, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

10. **Termination**.

(a) For convenience, the Company may terminate this Agreement or any of the Services of Consultant at any time with or without cause on seven (7) days' prior written notice. Upon receipt of a notice of termination, Consultant shall cease providing the Services as directed by the Company. Commitments for Services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by the Company. If the Company selects an alternate provider of the Services, Consultant shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of the Company's business. Consultant shall in any case be entitled to payment in full for any non-disputed Fees and Reimbursements in connection with all Services it performs until termination of performance has occurred.

(b) This Agreement may be immediately terminated at the election of Company with twenty-four (24) hours written notice to Consultant, upon the occurrence of any of the following events:

(i) Consultant's breach of any covenant or failure to perform any obligation under this Agreement; or

(ii) The failure of Consultant to comply with any statute, law or regulation applicable to Consultant in performing Consultant's Services hereunder.

11. **Confidentiality**. Consultant shall not disclose any Confidential Information to others without the Company's prior written consent. Disclosure to Consultant's employees and other professional advisors who agree to be bound by the terms of this Section is permitted when required in connection with the Services. Upon the conclusion of the Services, Consultant shall return all Confidential Information to the Company or shall certify to the Company that all Confidential Information has been destroyed. In addition, Consultant agrees that ideas or concepts under consideration by the Company and disclosed to or developed by Consultant are confidential and proprietary to the Company and may not be utilized by Consultant for any purpose other than in connection with the Services or disclosed to any third party unless authorized in writing by the Company. Consultant shall not refer to or show the Services provided for Company under this Agreement in any of Consultant's marketing or promotional materials absent Company's prior written approval, which may be withheld in Company's sole and absolute discretion. Consultant agrees to commit the Consultant Parties to protect the confidential and proprietary nature of these ideas and concepts.

12. **Performance Reviews**. During the Term, Consultant and the Company shall meet as frequently as either party deems necessary to review Consultant's performance of the Services.

13. **Indemnification by Consultant; Exculpatory Clause and Waiver**. Consultant hereby agrees to defend, indemnify, protect and hold harmless the Company and its Affiliates and their respective members, managers, partners, lenders, officers, joint-venturers, directors, affiliates, representatives, agents, shareholders, attorneys and employees, and each of them and their respective successors and assigns (collectively, the "**Owner Parties**") from and against any and all Claims occurring incident to or resulting in whole or in part from, the activities of any of the Consultant Parties in connection with this Agreement; provided however, that this indemnity shall not apply to the extent of Company's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Consultant shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or

policies Consultant is carrying and maintaining. In any and all Claims against one or more of the Owner Parties by any employee of any of the Consultant Parties, the indemnification obligation under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant Parties under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. **Waiver**. The failure of either party to require the strict performance of any provisions of the Agreement in any one or more instances, or to exercise its rights hereunder or at law or in equity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

15. **Books and Records**. Consultant agrees that it will maintain records and books of account reflecting all Fees and Reimbursements and other charges invoiced to the Company, including supporting documentation, according to generally accepted accounting principles consistently applied, for a period of at least two (2) years after the Services are completed or terminated, and that the Company shall have the right to inspect and audit such books, records and supporting documentation at Consultant's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Consultant that are directly related to its performance of the Services. If any overcharges are discovered, Consultant agrees to refund promptly the overcharge to the Company, plus interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law.

16. **Supervision**. Consultant shall supervise the performance of subcontractors or support consultants retained by it and when requested to do so those retained by the Company in connection with the Services.

17. **Releases, Licenses and Permits**. Consultant shall obtain all releases, licenses, permits or other authorizations required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third parties that are required for use in performing the Services. The Company shall cooperate with Consultant in obtaining any such release, license, permit, or other authorization.

18. **Insurance**. Consultant and its advisors and support consultants of every tier shall maintain, with companies satisfactory to the Company, any and all insurance which would otherwise be obtained in the course of prudent business practice and shall comply with all terms and conditions thereof. Such insurance shall include, without limitation, the types of insurance in minimum amounts as listed on the Schedule of Insurance attached to this Agreement as Exhibit C. Consultant understands and agrees that Consultant is not covered and may make no claim under any of Company's insurance policies.

19. **Miscellaneous**.

(a) **Notices**. All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, facsimile (with telephonic confirmation of receipt), or certified mail with return receipt requested, to the address of each party given in the Summary of this Agreement and with copies to such other parties as set forth below. Notice given by personal delivery or facsimile shall be effective when received and notices by certified mail shall be effective the third business day after such notice is deposited in the United States mail postage prepaid. Copies of any such notices shall be provided as follows:

IF NOTICE IS TO COMPANY:	IF NOTICE IS TO CONSULTANT:
City of Las Vegas Redevelopment Agency Attn: Scott Carter City Hall, 495 S. Main St. 6th Floor Las Vegas, NV 89101 Telephone: 702/229-6077	Nancy Higgins 7009 Arcadia Creek Street North Las Vegas, NV 89102 Telephone: 702/467-3540

(b) **Independent Contractor**. Consultant is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Services shall be under the complete control and direction of Consultant. Consultant understands and agrees that none of the Consultant Parties are entitled to any of the rights, privileges or benefits established for Company's employees. Consultant understands and agrees that Company will not pay or withhold from any amounts paid to Consultant under this Agreement any income tax, self-employment tax, payroll tax, workers compensation or other similar payments, and all such payments as may be required by law are the sole responsibility of Consultant. No partnership or joint venture is intended or implied by this Agreement.

(c) **Safety**. Consultant shall comply with all safety and loss prevention rules and procedures established at each work site as well as all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Consultant's employees. Consultant shall notify the Company immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur to its employees or subcontractors in connection with this Agreement and shall provide the Company with reports of any injuries and fatalities as the Company shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Consultant's insurers and the agencies having jurisdiction in connection with injuries or fatalities. If the Company determines that Consultant has breached or violated the terms of this Section 19.c., the Company shall have the right to suspend the Services or terminate this Agreement, as the Company shall determine, in its sole discretion, and the Services shall not recommence until and unless the Company is satisfied that the safety provisions will not thereafter be breached or violated. Nothing contained in this Section shall be interpreted as (i) enlarging the Company's legal duty to Consultant or to Consultant's agents, employees, subcontractors, advisors, support consultants or third parties, or (ii) altering the status of Consultant as an independent contractor under this Agreement.

(d) **Assignment**. This Agreement may not be assigned by Consultant, but may be assigned by the Company to an Affiliate, lender, or in connection with a sale of the property which is the subject matter of the Services hereunder.

(e) **Amendment**. This Agreement may be amended only by a written instrument which refers to this Agreement and is executed by each of the parties hereto.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Consultant and the Company.

(g) **Governing Law**. The laws of the city, county and state where the Project is located shall govern and control the construction, interpretation and enforcement of this Agreement, excluding any conflict of law rule which would refer any matter to the laws of any other jurisdiction.

(h) **Non-Discrimination in Employment**. During the Term of this Agreement, neither Consultant nor the other Consultant Parties shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant and the other Consultant Parties shall assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. During the Term of this Agreement, Consultant, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated therein.

(i) **Counterparts.** This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

(j) **Successors.** Subject to the provisions of Section 19(d) above, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming by, through or under any of the respective permitted successors or assigns.

(k) **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(l) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.

(m) **Time of the Essence**. Time is of the essence of this Agreement. Consultant shall prosecute the Services hereunder with diligence and in such a manner as is necessary to complete the Services on or before the completion date or dates specified in the Exhibit(s), it being understood by Consultant this being of the utmost concern and matter to the Company.

(n) **Cumulative Remedies.** All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

20. **Dispute Resolution.** Any dispute or claim between the Company and Consultant relating to or arising out of this Agreement and/or the Services performed by Consultant under this Agreement shall be subject to the provisions of this Section 20.

(a) Company and Consultant shall first submit all claims, disputes and other matters in question arising out of or relating to this Agreement or the actual or alleged breach thereof (collectively, "**Dispute**") to non-binding attempts at mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any legal requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Consultant Parties. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following paragraph.

(b) Except as provided in paragraph (c) below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation of performance or non-performance of this Agreement and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location determined by Company in the State in which the Project is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars ($100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars ($100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in paragraph (c) below, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by Company and Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if Company is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Consultant, which Company believes involves or may involve Consultant, then Company shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Consultant into the Dispute, arbitration, litigation or other legal or administrative action between Company and such other person(s). Consultant hereby consents to such consolidation. Further, if such dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Consultant agrees to be so bound by such decision. Consultant also agrees to attend and participate fully at any mediation which Company believes involves or may involve Consultant, and to participate equally with other parties in sharing costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Consultant shall continue to perform all obligations under this Agreement, unless terminated by Company as provided herein.

(d) If either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the nonprevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of such attorneys' fees and all cost and disbursements incurred therein and in any mediation respecting the subject matter of such action or proceeding and including any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court, arbiter or mediator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

(e) Each party to this Agreement hereby waives its respective right to a trial by jury.

21. Acknowledgment and Understanding; Interpretation. Each of the parties hereto specifically agrees that it has a duty to read this Agreement and agrees that it is charged with notice and knowledge of the terms of this Agreement; that it has in fact read the Agreement and is fully informed and has full notice and knowledge of the terms, conditions and effect of this Agreement; that it has been represented by independent legal counsel of its choice throughout the negotiations prior to its execution of this Agreement and has received the advice of its attorney in entering into this Agreement; and it recognizes that certain of the terms of this Agreement result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. In addition, each party agrees that this Agreement shall not be construed against Company merely because of Company's involvement in its preparation and the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Agreement. Further, the parties agree that any deletion of language from this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

22. Compliance with Laws. Consultant agrees, at its own expense, to comply and to cause the Consultant Parties to comply with all requirements of any existing federal, state and local laws, rules, regulations and requirements ("Legal Requirements") at all pertinent times in connection with the performance of the Services hereunder.

23. Exhibits. If there are any terms and conditions contained in any exhibit(s) attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail. All exhibits attached hereto are incorporated herein by this reference.

24. **Conflict of Interest**. Consultant hereby agrees to notify Company and seek Company's approval prior to Consultant's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Consultant's Services under this Agreement. Company may deny any such approval for Consultant's retention set forth above, in the event Company, in Company's sole and absolute discretion, should conclude that such retention would have an adverse affect on Consultant's Services under this Agreement or on the Project generally.

25. **Fair Housing**. Consultant acknowledges that Company and its Affiliates are (i) pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation and (ii) encourage and support community development programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

BALANCE OF PAGE INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

NANCY HIGGINS
a SOLE PROPRIETOR

By:________________________________

Name:______________________________

Title:_______________________________

COMPANY

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:________________________________
Carolyn G. Goodman, Chair

Attest: ______________________________
Beverly K. Bridges, Secretary

Approved as to Form:

M. Sanchez Esq.

Date: 3-11-13

EXHIBIT A
SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE

Consultant shall fully and faithfully perform all Services reasonably necessary for the Project, including without limitation, the following:

a. Coordinate all consulting activities with Company's designated representative for the Project;

b. Submit a monthly, or more frequently as requested by Company, written status/progress report of all activities conducted by Consultant for the Project; and

c. Perform the services as described on Exhibit "A-1" which is attached hereto and made a part hereof.

d. Estimated date for completion of Services: June 30, 2014 .

e. With respect to any reports or work product produced under this Agreement, Consultant shall issue any such reports and/or work product to: "Company and any Affiliate or other entity managed, either directly or indirectly, by Company."

[INTENTIONALLY LEFT BLANK]

EXHIBIT A-1

Proposal of Services

Scope of Work for Monthly Retainer

Marketing Director Consultant

Downtown Marketing Initiative

DELIVERABLES/MEASURABLES

- **Manage the marketing process and budget for the Downtown Marketing Initiative.**
    - Measured by plan's goals being met, projects on-time and on-budget.
    - Entire budget not-to-exceed total proposed. All expenses backed-up with POs and deliverables.

- **Work closely with Faiss Foley Warren (FFW) on all public relations and social media activities, including press releases, pitches, blogs and LinkedIn, FB page and YouTube set-up and ongoing work (posts, images, etc.).**
    - Measured by goals being met in each of these plans (see marketing plan for specifics).

- **Manage the transfer of *symphonypark.com* to city server, and continue to manage this website's content. Manage creation of new *lvdowntown.com* website. Manage updates for both sites.**
    - Measured by completion, hits and usage.

- **Manage *Noteworthy* database.**
    - Measured by total number of subscribers.

- **Edit monthly *Noteworthy* copy and images and upload to both blogs and e-blasts.**
    - Measured by number of subscribers, analytics re readership and click-throughs.

- **Produce Symphony Park Lecture Series (2 annually) and work with FFW on event logistics.**
    - Measured by attendance, publicity and sponsorships.

- **Build a stronger relationship with the Downtown Las Vegas Alliance (DLVA) by proposing new partnerships and sponsorships.**
    - DLVA's involvement in the LVJR downtown special section, sponsorships of lectures, etc.

- **Supervise all design, production and (if needed) printing of creative tools.**
    - Measured by on-target, on-time and on-budget.

- **Manage the Capture Downtown photography competition, including ad schedule to promote the photography competition, all work with photographers' entries, website management, etc.**
    - Measure Capture Downtown! entries, as well as usable photos from the competition.

OBJECTIVES

- **Continue building on the current momentum of positive publicity for the downtown Las Vegas area.**
- **Recommend strategies and tactics and supervise marketing planning for the Downtown Marketing Initiative (includes all of downtown Las Vegas).**
- **Direct and implement marketing activities for the Downtown Marketing Initiative through approved strategic plans.**
- **Supervise and coordinate marketing processes, budgets and team, including Faiss Foley Warren Public Relations, graphic designers, printers, paid media, website developers, etc.**

MEETINGS AND CLIENT COORDINATION

- Meet with EUD staff semimonthly, setting schedule each quarter. Maintain ongoing communications regarding approvals, strategies, etc. via phone and email.
- Meet with multi-department city team on an as-needed basis.
- Meet both formally and informally with downtown stakeholders and stakeholder groups.
- Meet with FFW every week for PR project management meeting.
- Meet with vendors (includes designers, printers, media sales people, etc.) as needed.
- Support downtown events.
- Provide necessary reports, updates and valuations of marketing program actions.

PLANNING AND BUDGET

- Create, update and maintain marketing plan and budget.
- Manage marketing budget and scheduling of activities within approved guidelines.
    - Obtain city approvals for line items over $5,000
    - Issue vendor contracts and POs on behalf of FFW for the city of Las Vegas.
    - Review invoices, approve and schedule for payment.
    - Update marketing budget spreadsheets monthly.
    - Provide monthly billing binder to city of Las Vegas staff.

PUBLIC RELATIONS

- Work closely with FFW to ensure public relations activities are consistent with goals and objectives as noted in the marketing plan. As marketing liaison for the project, marketing director will manage the activities of the public relations agency, Faiss Foley Warren (FFW), and coordinate with city staff on public relations activities.

- Work closely with FFW regarding formulation of messaging and public relations strategies for Downtown Marketing Initiative, including:
    - Press releases and pitches
    - Symphony Park Press Kit (updated at least once annually)
    - Art production revisions and any printing of press kits
    - New public relations initiatives
    - Publicity for downtown photo competition, lecture series and other events relevant to downtown campaign
    - Media relations and editorial review
    - Community relations

WEBSITE/ONLINE/SOCIAL MEDIA/ DATABASE MANAGEMENT

Websites

- Manage the transfer of *symphonypark.com*, *Noteworthy* and database to RDA servers and content management system.
- Supervise approved development and expansion of lvdowntown.com (currently being used for Capture Downtown! online entries).
- Update website symphonypark.com, analyze visitation and manage technical work as needed.
- Write copy and obtain images for website updates and revisions and upload to website.
- Edit monthly e-newsletter, *Noteworthy*, as written by FFW.
- Upload final *Noteworthy* articles and images to the Symphony Park website news section.
- Manage the scheduling and technical process of creating *Noteworthy*.

Social Media and Videos

- Work closely with FFW staff on planning and photography for downtown social media programs, including videos.

Database

- Manage and maintain *Noteworthy* database.

COMMUNITY RELATIONS

- Produce Symphony Park Lecture Series (working with FFW, vendors and event partners. Manage content, budget and scheduling.
    - Research and obtain potential sponsors for the lecture series (in addition to KNPR and *CityLife*).
- Update and create PPT presentations and scripts for both downtown marketing initiative and Symphony Park. Make PPT presentations as needed, as well as assist other presenters. Coordinate with city personnel and other stakeholder's marketing staff if needed.
- Continue to strengthen the partnership with the Downtown Las Vegas Alliance and other downtown organizations.

CREATIVE AND COLLATERAL DEVELOPMENT AND PRODUCTION

- Supervise all design, production and (if needed) printing of creative tools, including (but not limited to):
  - Downtown creative marketing tools, as needed (currently ID, tagline, website, posters, etc.)
  - Fence panel program for Symphony Park (including maintenance and revisions)
  - Advertising for Downtown Marketing Initiative and lecture series
  - Writing and delivery of radio spots and KNPR e-blasts for lecture series
  - Lecture series save-the-dates, invitations, signage, etc.
  - Other creative projects on an as-needed basis.
- Manage and maintain all images, creative tools, etc. – both physical and online.
- Work with city staff on other design projects as needed.

MEDIA PLANNING AND BUYING

- Manage all aspects of lead generating media for downtown marketing initiative.
- Research and recommend advertising vehicles within marketing budget parameters.
- Negotiate rates and added-value.

COMPENSATION:

$82,500 FOR APRIL 2013 THROUGH JUNE 2014.

BILLED MONTHLY: $5,500 PER MONTH WITH BACK-UP TIMESHEETS.

EXHIBIT B
Fees and Reimbursements

Fees: Consultant's Billing Rates are attached hereto as Exhibit "B-1" and made a part hereof.

Reimbursements:

1. Out of Pocket Expenses.

Consultant is to be reimbursed for all reasonable and actual (without mark-up) out-of-pocket expenses directly associated with Consultant's performance of the Services. These services will be reimbursed by Faiss Foley Warren as part of their consultant contract, including but not limited to:

a. Materials for the Symphony Park lectures;

b. Materials for the photo competition;

c. Misc. marketing materials for general downtown and/or Symphony Park marketing.

Such out-of-pocket expenses shall not exceed $2,500 without Company's prior written approval.

2. Travel Expenses.

Consultant is to be reimbursed for all reasonable out-of-town travel expenses (without mark-up) directly associated with Consultant's performance of the Services, including, but not limited to [specify dates and trips, if possible]:

d. Air fare (coach class only);

e. Ground transportation;

f. Hotel (business class);

g. Meals.

Such out-of-town travel expenses shall not exceed $_0_______ per trip and $_0______________ in the aggregate, without Company's prior written approval.

EXHIBIT C

SCHEDULE OF INSURANCE
PROFESSIONAL AND CONSULTING SERVICES AGREEMENT

Consultant shall carry and maintain, and shall cause any and all approved advisors and support consultants to carry and maintain, at all times during the term of this Agreement, and thereafter if so designated hereinafter, at no cost to the Company, the following insurance coverages in amounts not less than those shown below, through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A VIII, and shall comply with all of the provisions in this Schedule of Insurance:

a.	TYPE OF INSURANCE	MINIMUM LIMITS
	I. Workers' Compensation. – Not Required	
	II. Commercial General Liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Agreement), broad form property damage coverage (including completed operations).	Not less than $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate limit, and $2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater.
	III. Commercial Automobile Liability including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto.	$1,000,000 per accident.

b. Waiver of Subrogation. All policies listed under Section a. I, II and III shall be endorsed to provide that each insurer thereunder waives its right of subrogation against or contribution from the Company, its Affiliates, the Project Owner, or any of their insurers.

c. Additional Insureds. The policies listed above under Section a. II & III shall name the Company, its Affiliates, and any lender identified by Company as (i) additional insureds under the CGL policy required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to Company, and (ii) as additional insureds under the commercial automobile liability insurance.

d. Primary Coverages. All policies shall be primary insurance for Consultant Parties and the Company, Company's lender(s), the Owner Parties and such other persons and entities as may from time to time be designated by Company. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Consultant Parties and may not contain any exclusionary language or limitations applicable to the additional insureds.

e. Deductibles and Self-Insured Retention. No deductible or self-insured retention shall exceed $50,000 per occurrence for the coverages required above. Consultant may seek written approval by Company of a deductible or self-insured retention exceeding $50,000 per occurrence, which Company may (but is not obligated to) grant in its sole discretion.

f. Verification of Coverage. Prior to commencing the Services, Consultant shall deliver to Company the required endorsements and waivers of subrogation referred to in this Exhibit C, as well as certificates of insurance evidencing the coverages referred to in this Exhibit C. Promptly upon Company's request, Consultant shall deliver to Company a copy of any and all of the insurance policies and other insurance documents required by this Exhibit C. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of Company prior to the expiration of the existing policy or policies.

Permitting Consultant to start or continue services, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Consultant's insurance fails to meet the requirements stated herein, all payments may be held until the deficiency has been resolved.

Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide Company with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Consultant shall, immediately upon receipt, provide Company with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

g. Acceptability of Insurers. All insurance carried in accordance with this Schedule of Insurance shall be provided through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A:VIII.

h. Failure of Compliance with these Provisions. The failure of Consultant to carry and maintain the insurance coverages under this Schedule of Insurance, including, without limitation, the failure to maintain the Professional Liability (Errors and Omissions) during the term the Services are performed and for three (3) years thereafter, shall not be deemed to limit Consultant's liability or in any way limit, modify or otherwise diminish Consultant's indemnification obligations contained in this Agreement. The insolvency, bankruptcy or failure of any insurance company issuing insurance for Consultant, or the failure or refusal of any insurance company to pay claims shall not be held to waive any of the provisions of this Agreement. In the event Consultant fails to carry and maintain the insurance specified herein, the Company may, at its option, but without the obligation to do so, secure such insurance, and the cost thereof, plus a five percent (5%) administrative charge, shall be paid by the Consultant to the Company within ten (10) days after demand from the Company to Consultant, or, at the Company's discretion, offset such amount against any amounts due from the Company to Consultant.

RIDER TO PROFESSIONAL CONSULTING AGREEMENT

This Rider shall be attached to and incorporated as a part of the Professional Consulting Agreement dated _____________, 2013, by and between CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "RDA"), and NANCY HIGGINS ("Consultant").

Check where applicable:

1. [X] Nevada Licenses and Permits – As a result of the Project, Downtown Marketing Initiative, being located in the city of Las Vegas, State of Nevada, the Consultant agrees that it shall be properly licensed and in current good standing with the applicable agency or department in the State of Nevada. If the Consultant's business is located outside the State of Nevada, the Consultant shall be required to obtain proper licenses and permits and be qualified to do business in the State of Nevada.

2. [X] Disclosure of Principals – Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Consultant warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of Consultant, as well as all persons and entities holding more than 1% interest in Consultant or any principal of Consultant. Throughout the term hereof, Consultant shall notify RDA and the City of Las Vegas in writing of any material change in the above disclosure within 15 days of any such change.

Signatures on Next Page

IN WITNESS WHEREOF, RDA and Consultant have executed this Rider to Professional Consulting Agreement as of the date first set forth above.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY:

By:______________________________
Carolyn G. Goodman, Chair

ATTEST:

____
Beverly K. Bridges, Secretary

APPROVED AS TO FORM:

M. Quiroz 3-11-13
___________________________________ Date

CONSULTANT:

____

NANCY HIGGINS, Sole Proprietor

Exhibit "A"

Disclosure of Principals

The principals and partners of Nancy Higgins (sole proprietary) and all persons and entities holding more than 1% interest in Nancy Higgins or any principal of Nancy Higgins are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Nancy M. Higgins	7009 Arcadia Creek St. N Las Vegas NV 89084	702-467-3540
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Nancy Higgins
Its: Owner

Subscribed and sworn to before me this
28 day of February, 2013.

JoAnn Crolli
Notary Public

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO 02-79131-1
My App. Expires September 18, 2014

DOWNTOWN MARKETING INITIATIVE
MARKETING PLAN
(April 2013 – June 2014)

MARKETING GOALS

These goals will be achieved through a highly targeted approach, strategically using limited funds to increase the level of awareness during this transitional and still economically challenging time.

During the calendar year 2013:

I. Generate at least $1.5 million in free positive publicity (advertising value).

II. Obtain positive publicity for at least 75 downtown businesses.

III. Obtain a minimum of $350,000 in added-value donations from individuals and businesses. (Includes sponsorships, prize donations, donated professional time, etc.)

IV. Earn a 1:6 return on our $300,000 campaign budget investment.

V. Maintain 9,000 subscribers for monthly e-newsletter, Noteworthy. (A drop in the current subscriber base is possible when e-blast is transitioned to lvdowntown.com; therefore, the goal is to maintain the base for 2013.)

VI. Obtain at least 24 positive testimonials from business owners/operators on Downtown Las Vegas and/or the Las Vegas Redevelopment Agency.

VII. Produce at least 10 social media videos promoting downtown Las Vegas (longer videos may equal 2-3 of the usual short — 1 to 2 minute — videos).

VIII. Begin public relations, publicity and social media efforts to target business owners/operators outside the Las Vegas region (allowing for budget limitations).

OBJECTIVES

I. Create cohesive downtown messages linking key projects and areas, including:
   - Symphony Park
   - Fremont Street Experience
   - Fremont East Entertainment District
   - 18b, The Las Vegas Arts District
   - Cultural Corridor

II. Continue to work with downtown business owners/operators to promote positive information pertaining to downtown Las Vegas.
   - Coordinate messages
   - Provide promotional assistance
   - Provide positive publicity exposure
   - Promote via social media

III. Continue to broaden partnerships with businesses and the Downtown Las Vegas Alliance to share messages and costs and to expand reach.

- Build and maintain lecture sponsors
- Grow and maintain Las Vegas Review-Journal partnership on photo competition and special downtown section
- Expand *Rediscover Day* partnership with DLVA and expand DLVA's lecture series involvement.

TARGET AUDIENCES

I. Las Vegas business and development communities
II. General Las Vegas population
III. Outside business community (where possible and within budget limitations)
   - Emphasize California region
   - Emphasis on technical and medical fields

STRATEGIES & TACTICS

I. Stakeholder Relationship Building
- Continue ongoing communications via meetings, emails and phone calls.
- Work closely with downtown businesses' marketing staffs for deeper involvement and inclusion in public relations efforts.
- Obtain positive testimonials from and positive publicity about downtown business owners/operators.
- Obtain suggestions for improvement, to be shared internally with RDA staff.

II. Public and Community Relations
- Continue ongoing public relations campaign to promote downtown's positive news:
  - Promote individual business successes. Feature at least 24 businesses in *Noteworthy* annually and pitch to print, broadcast and social media when appropriate.
  - Develop stories about new downtown businesses. Pitch to relevant publications and media outlets throughout the U.S. through PR Newswire.
  - Serve as PR resource for downtown small businesses.
  - Meet with new business owners/operators to familiarize them with the Downtown Marketing Initiative.
  - Promote parking, downtown living and economic development in topic-specific releases, as well as in other stories.
  - Capitalize on media opportunities as they occur.
  - Respond, when appropriate, to negative press.
  - Produce at least 24 press releases and 12 news pitches on an annual basis.
  - Update the Symphony Park Media Kit at least once annually.

III. Online Activities
- ***Noteworthy* newsletter**
  - Maintain 9,000-subscriber database.
  - Transfer to lvdowntown.com and to RDA's server.

        - Change header to ***NOTEWORTHY – Downtown News of Note*** in 2013 to better reflect expanded focus.
        - Share all *Noteworthy* content on social media channels.

    - **Downtown Las Vegas portal website, lvdowntown.com**
        - Repurpose site to serve as a company "welcome wagon," a portal where businesses interested in downtown Las Vegas can begin info research.
        - Feature prominent links to sites such as RDA and DLVA.
        - Symphonypark.com site eventually will be incorporated into and become an element of this new portal site.
        - Personalize site (Example: welcome video with mayor).
        - Consider how to use relocation resources.
        - **Content:**
            - Prominent and extensive links to business-related sites: RDA, DLVA, etc.
            - Links to other appropriate downtown-related sites
            - Symphony Park link
            - Facts about doing business downtown
            - Feature Capture Downtown photo competition
            - Consider including video competition
            - Produce at least 10 videos per year for this site, including:
                - Mayor's welcome
                - Productions featuring business leaders
                - Info on city's business incentives and services

    - **Social Media**
        - Create new social media channels on Facebook, LinkedIn and YouTube
        - Post Downtown Marketing Initiative-related topics on these sites
        - Coordinate branding of all social media

    - **Lecture Series**
        - Continue to secure co-sponsorships.
        - Obtain a new organizer/sponsor for this lecture series by the end of 2013.

    - **Creative Development, Advertising & Promotions**
        - Use the ***Rediscover Downtown*** theme through the end of fiscal year 2014.
        - Continue producing the LVRJ downtown tabloid section.
            - Partner with DLVA again on this.
            - Emphasize a broader range of businesses.
        - Continue with Capture Downtown photo competition, which supplies us with valuable photos at no cost. Include a business-related category in the 2013 competition.

IDEAS FOR SPECIAL FOCUS:

IV. Parking

- Generate grassroots support for street-front parking from DLVA members, particularly key downtown business owners.
  - Invite these individuals to attend parking-related press conferences to show support.
  - Quote in press releases and social media.
  - Include parking stories in *Noteworthy* and DLVA newsletters.
  - Include parking stories in downtown special section, social media and more.

V. Downtown Living

- Pitch media stories on the continuing gentrification of downtown neighborhoods and homes, with focus on remodels done by new urban dwellers.
- Add historic downtown neighborhoods to our social media and website promotions. Consider featuring historical homes that have undergone renovation.

- Consider downtown living as the focus of the fall 2013 lecture.
  - Create a video tour of historical downtown neighborhoods and homes.
  - Feature panel of interesting people living downtown, both new and long-time residents.
  - Feature PowerPoint of homes that have been restored and/or undergone renovation.

VI. Economic Development

- Assist with promotion and media relations related to city and regional economic development studies.
- Promote results of second downtown study.
- Assist with promotion of Quick Start program as appropriate.

KEY MEASUREMENTS:

I. Public relations

- Advertising value of editorial
- Number of pitches and press releases
- Press views on PR Newswire

II. Number of downtown businesses worked with

- Publicity obtained
- Testimonials provided
- Event and advertising participation

III. Added-value (dollar value)

- Professional consultants' time exceeding amount covered by retainers
- Partnerships/sponsorships
  - Event co-sponsorships
  - Prizes donated by downtown businesses for photography competition

        - Downtown businesses' donated services/products for FAM trips, downtown tours, etc.
        - Media sponsors (such as KNPR and Las Vegas Review-Journal) donated media time and space
    - Photos from Capture Downtown competition and donated photos from other sources

IV. Creation of new digital communication

- Website, lvdowntown.com
- Facebook page
- YouTube site
- LinkedIn site

V. Online activity

- Noteworthy newsletter readership
    - Subscriber number
    - E-blast openings
    - E-blast click-throughs
- Website, lvdowntown.com
    - Google Analytics
    - Google for Social Media
- YouTube video viewership
- Social media
    - Facebook Insights
    - LinkedIn Group Analytics
    - Google for Social Media
    - Social media sharing

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND 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

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 20, 2013

SUBJECT:

AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION