**Carolyn G. Goodman, Mayor (At-Large)**
**Stavros S. Anthony, Mayor Pro Tem (Ward 4)**
**Brian Knudsen (Ward 1)**
**Victoria Seaman (Ward 2)**
**Olivia Diaz (Ward 3)**
**Cedric Crear (Ward 5)**
**Michele Fiore (Ward 6)**

**City Manager Jorge Cervantes**
**City Attorney Bryan K. Scott**
**City Clerk LuAnn D. Holmes**

# City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

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

**April 7, 2021**
**9:00 AM**
**A lunch break may be taken at the discretion of the Mayor.**

Should you choose to attend in person, a medical screening will be administered before you can enter the building. Alternatively, any and all persons are encouraged to send comments and written objections electronically prior to the meeting via e-mail to meetingcomments@lasvegasnevada.gov, by mailing to the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101 or fax to (702) 382-4803. E-mails must contain the meeting name, date and item number in the subject. E-mails received up to an hour before the meeting will be considered public record, read during the meeting where appropriate and will be included in the backup. A time limit may be imposed on the e-mails read for the record.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment during the City Council meeting. All comments received during the meeting will be considered public record, read where appropriate and included in the backup. Comments received on a Public Hearing item after action has been taken will not be read but will be included in the backup. A time limit may be imposed on the comments read for the record.

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at www.lasvegasnevada.gov.

The Mayor and City Council welcome your attendance, public comment related to the items on the agenda and citizen participation on items under the jurisdiction of the City Council at this meeting. If you wish to speak, we respectfully ask you to complete and submit a speaker card to the City Clerk. Cards are available online, in the Clerk's Office or at the front of the Chambers as you enter.

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, made possible through underwriting from The Warren

Group. Please note customers of Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. 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 5:00 PM.

Note: Cellular phones are to be turned off during the Council Meeting.

## CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Pastor Khosrow "Koz" Alighchi, Evangelical Friends Church
4. Pledge of Allegiance

## BUSINESS ITEMS - 9 A.M. SESSION

## PUBLIC COMMENT

5. 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.

## BUSINESS ITEMS - 9 A.M. Session

6. For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.
7. For possible action to approve the Final Minutes by reference of the March 3, 2021 Regular City Council Meeting

## CONSENT AGENDA

**Matters listed on the Consent Agenda are considered to be routine and have been recommended for approval by the Submitting Departments. All items on the Consent Agenda may be approved in a single motion. However, if a Council Member so requests, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.**

## ADMINISTRATIVE - CONSENT

8. For possible action to approve an Intergovernmental Agreement between the City of Las Vegas and the Las Vegas Paiute Tribe for development opportunities in the northwest area of Las Vegas - All Wards

## CITY ATTORNEY - CONSENT

9. For possible action to approve the Retainer Letter Agreement between Michael C. Niarchos, Ltd. and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for ten (10) months beginning March 1, 2021, through December 31, 2021, for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($15,000 monthly/$150,000 Total and $2,500 Expense Reimbursement - City Parkway V, Inc.) - All Wards
10. For possible action to approve settlement of Robert Dean Gulk v. City of Las Vegas, Christopher Ramos, Case No. A-20-814563-C in the Eighth Judicial District Court ($85,000 - Tort Liability Fund) - All Wards

## ECONOMIC AND URBAN DEVELOPMENT - CONSENT

11. For possible action to approve an Exclusive Negotiation Agreement (ENA) with Axios Nevada LLC for the purpose of discussing a privately owned and operated High Capacity Transit System on Charleston Boulevard - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

## FINANCE - CONSENT

12. For possible action to approve the acceptance of the City of Las Vegas Single Audit Report on grant reporting for Fiscal Year Ending June 30, 2020, which will be incorporated as part of the Comprehensive Annual Financial Report approved by the City Council on February 17, 2021 - All Wards

## FINANCE - PURCHASING AND CONTRACTS - CONSENT

13. For possible action to approve award of Contract No. 210185-HM, Construction Manager as Agent Contract for Sewer Rehabilitation Group G - Vegas Drive Phase 2, located within Vegas Drive, North Tenaya Way, Saylor Way, and West Lake Mead Boulevard - Department of Public Works - Award recommended to: VTN NEVADA (Not-to-Exceed $796,214.12 - Sanitation Enterprise Fund) - Wards 1 and 5 (Knudsen and Crear)

14. For possible action to approve award of Contract No. 210192-HM, Blanket Designated Services Contract for Mechanical, Plumbing and Electrical Services - Department of Public Works - Award recommended to: HENDERSON ENGINEERS, INC. (Not-to-Exceed $200,000 - Various Funds) - All Wards

15. For possible action to approve award of Contract No. 210184-HM, Blanket Designated Services Contract for Material Testing and Special Inspection - Department of Public Works - Award recommended to: IQC SOUTHWEST LLC (Not-to-Exceed $200,000 - Various Funds) - All Wards

16. For possible action to approve award of Bid No. 19.70231-SK FY18 TAP Ped Safety Imps Phase 3, located on Alexander Road at Pioneer Way, Westcliff Road at Roland Wiley Road, Roland Wiley Road at Silver Sky Drive, Michael Way at Maxine Street, Michael Way at Seattle Slew Drive, 28th Street from Bonanza Road to Charleston Boulevard, Sunrise Road from 28th Street to 30th Street, and Pennwood Avenue from Decatur Road to Valley View Boulevard, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: UNICON, LLC ($2,241,589.30 - Traffic Improvements Capital Projects Fund) - Wards 1, 2, 3, 4 and 5 (Knudsen, Seaman, Diaz, Anthony and Crear)

17. For possible action to approve award of Contract No. 200188-MC, Community-Based & Physical Security Services - Finance Department - Award recommended to: UNIVERSAL PROTECTION SERVICE, LLC DBA ALLIED UNIVERSAL SECURITY SERVICES (Not-to-Exceed $4,000,000 Annually/Total Contract Amount Not-to-Exceed $20,000,000 - Various Funds) - All Wards

## MUNICIPAL COURT - CONSENT

18. For possible action to approve an Interlocal Agreement between the City of Las Vegas (City) and Clark County (County) designating the County as the applicant and fiscal agent for purposes of the FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $922,213, with an allocation to the City in the amount of $160,535 for specialty program applications and grant administration - All Wards

## OPERATIONS AND MAINTENANCE - CONSENT

19. For possible action to approve a Real Property Purchase Contract between the City of Las Vegas and Sticks Holdings, LLC for the sale of real property located at 1150 West Owens Avenue, APN 139-21-803-006, for $170,000 - Ward 5 (Crear)

20. For possible action to approve the nomination of parcels for sale for the Bureau of Land Management's (BLM) 2022 auction for future development in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - Ward 6 (Fiore)

21. For possible action to approve a Las Vegas Valley Water District (LVVWD) Non-Exclusive Easement from the City of Las Vegas to service the Fire Logistics Warehouse site located at 831 North Mojave Road, APN 139-25-303-001 - Ward 3 (Diaz)

22. For possible action to approve a Las Vegas Valley Water District (LVVWD) Non-Exclusive Easement from the City of Las Vegas to service the Fitzgerald Tot Lot Park located at 710 West Monroe Avenue, APN 139-27-110-145 - Ward 5 (Crear)

## PARKS AND RECREATION - CONSENT

23. For possible action to approve the acceptance of a donation from the Southern Nevada Law Enforcement Memorial

Foundation to the City of Las Vegas in the amount of $25,000 to fund design and/or construction improvements at Police Memorial Park, located at 3250 Metro Academy Way - Ward 4 (Anthony)

## PLANNING - BUSINESS LICENSING - CONSENT

24. For possible action to approve a Temporary General On-Sale License for FIVE IRON GOLF LAS VEGAS, LLC dba FIVE IRON GOLF at 3215 South Rancho Drive Suite #250 - Ward 1 (Knudsen)

25. For possible action to approve a Temporary General On-Sale License for EMPORIUMLV, LLC dba EMPORIUM ARCADE BAR at 3215 South Rancho Drive, Suite #105 - Ward 1 (Knudsen)

26. For possible action to approve a Restaurant with Alcohol License for 9 MILE CARIBBEAN, LLC dba BIG JERK KITCHEN & LOUNGE at 2800 West Sahara Avenue, Suite #5A - Ward 1 (Knudsen)

27. For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership FROM: TCB LAS VEGAS, LLC TO: LVLOCA 2021, LLC dba BOSTON'S FISH HOUSE & BAR at 400 South Rampart Boulevard, Suite #190 [Bryan Sord, Managing Member] - Ward 2 (Seaman)

28. For possible action to approve a Temporary Beer Wine Room License for a Change of Ownership FROM: ARTS DISTRICT EATERY, LLC TO: THE SILVER STAMP, INC. dba THE SILVER STAMP at 222 East Imperial Avenue - Ward 3 (Diaz)

29. For possible action to approve a Beer Wine Room License for a Change of Ownership FROM: CARLOS ALBERTO YERO LECHUA AND OMAR HERNANDEZ-TEJEDA TO: MARCARLOS, LLC dba OLD HAVANA LOUNGE at 624 South Las Vegas Boulevard [Carlos Alberto Yero Lechua, Managing Member] - Ward 3 (Diaz)

30. For possible action to approve a Beer/Wine/Cooler Off-Sale License for BALDEV KRISHAN KUMRA dba RAJAT MINI MART AND CIGARETTES at 300 South Bruce Street [Baldev Krishan Kumra, Owner] - Ward 3 (Diaz)

31. For possible action to approve a Beer/Wine/Cooler Off-Sale License for 38415, INC. dba 7-ELEVEN STORE #38415A at 2027 North Decatur Boulevard - Ward 5 (Crear)

32. For possible action to approve a Restricted Gaming License for THE WEST SIDE OASIS, INC. dba WEST SIDE OASIS at 808 West Lake Mead Boulevard - Ward 5 (Crear)

## PUBLIC WORKS - CONSENT

33. For possible action to approve Interlocal Professional Services Agreement C1900050 - Amendment No. 4 between the City of Las Vegas (CLV) and the Southern Nevada Health District (SNHD) to increase total funding for Fiscal Year 2021 allocation for the SNHD Community Partnership to Promote Health Equity Program ($7,747 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

34. For possible action to approve Second Supplemental Interlocal Contract LAS31B18 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to January 31, 2023 for the LVW - Moccasin, Skye Canyon Park to Upper LVW Project - Ward 6 (Fiore)

35. For possible action to approve Fourth Supplemental Interlocal Contract LAS23I17 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to decrease funding from $26,425,221 to $24,085,206.70 for Centennial Parkway Channel West - US95, CC215 to Grand Teton and US95 Crossing at Kyle Canyon Road Project - Ward 6 (Fiore)

36. For possible action to approve Second Supplemental Interlocal Contract LAS29E18 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to January 31, 2022 for the construction of the Flamingo - Boulder Highway North - Boulder Highway, Sahara to Charleston Project - Ward 3 (Diaz)

37. For possible action to approve staff to acquire a Revocable License Agreement and various real property rights between the City of Las Vegas and the Clark County School District (CCSD) for the future Adcock-Garside Safe Routes to School project, APNs 138-35-101-002 and 138-35-111-008 - Ward 1 (Knudsen)

## RESOLUTIONS - CONSENT

38. R-16-2021- For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA, Sung Na (Owner) and Level One Bar & Lounge (Tenant) located at 1410 South Main Street, (on a portion of APN 162-03-210-020), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 5 (RA-7-2021)]

39. R-17-2021- For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Keith Resnick (Owner) located at 730 South 9th Street (APN 139-34-810-073), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 6 (RA-8-2021)]

## DISCUSSION/ACTION ITEMS

### HEARINGS - DISCUSSION

40. Public hearing on local improvement district for Special Improvement District (SID) No. 1485 - Alta Drive (Landscape Maintenance - FY2022) - Ward 1 (Knudsen)

41. Public hearing on local improvement district for Special Improvement District (SID) No. 1516 - Fremont Street Maintenance District FY2022 (Las Vegas Boulevard to 8th Street) - Ward 3 (Diaz)

### ADMINISTRATIVE - DISCUSSION

42. Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new one-year collective bargaining agreement between the International Association of Fire Fighters Local 1285 (IAFF) and the City of Las Vegas ($1,999,054 - General Fund)

43. Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new two-year collective bargaining agreement between the Las Vegas Peace Officers Association (LVPOA) and the City of Las Vegas ($999,979 - General Fund) - All Wards

44. Discussion for possible action regarding the ratification and contract development of Seth Floyd as the Director of Community Development ($152,000 + Benefits - General Fund) - All Wards

### CITY ATTORNEY - DISCUSSION

45. Hearing and discussion for possible action regarding a complaint for disciplinary action against Soul of Afrika Corp. and Eudora Mordi-Ozigbu, President, whose place of business is located at 1750 South Rainbow Boulevard, #8, Las Vegas, Clark County, Nevada, 89146 as holders of Beer Wine Cooler On-Sale License No. P66-00345/L68-00029, Restaurant License No. G66-06515, Tobacco Sales/Lounge License No. P67-00167, and Tobacco Dealer License No. G67-04516 for violations of the Las Vegas Municipal Code - Ward 1 (Knudsen)

### FINANCE - DISCUSSION

46. Discussion for possible action regarding the recommended Fiscal Year 2022 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

### PLANNING - BUSINESS LICENSING - DISCUSSION

47. Discussion for possible action regarding a Review of Conditions for a Nonprofit Club General On-Sale License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)

48. Discussion for possible action regarding a Review of Conditions for a Banquet or Event Establishment - Liquor License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)

### BOARDS AND COMMISSIONS - DISCUSSION

49. Discussion for possible action regarding the appointment of nominee Jennifer Jiron to the Las Vegas-Clark County Library District Board of Trustees

50. Discussion for possible action regarding the appointment of nominee Kate Whiteley to the Las Vegas-Clark County Library District Board of Trustees

51. Discussion for possible action regarding the reappointment of Tina Wichmann to the Downtown Design Review Committee

52. Discussion for possible action regarding the reappointment of Mike Henley to a Ward 2 seat of the Parks and Recreation Advisory Commission

## RECOMMENDING COMMITTEE REPORT - DISCUSSION

## BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

53. Bill No. 2021-9 - For possible action - Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector. Proposed by: Mike Janssen, Executive Director of Community Development

54. Bill No. 2021-10 - For possible action - Amends the Town Center Development Standards Manual to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions. Sponsored by: Councilwoman Michele Fiore

## BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

**There is no public comment on these items and no action will be taken by the Council at this meeting, except those items which may be stricken or tabled. Public testimony takes place at the Recommending Committee Meeting held for that purpose.**

55. Bill No. 2021-11 - Amends the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards. Proposed by: Tom Perrigo, Chief Operations and Development Officer

56. Bill No. 2021-12 - Amends LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license. Proposed by: Tom Perrigo, Chief Operations and Development Officer

57. Bill No. 2021-13 - Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units. Proposed by: Jorge Cervantes, City Manager

58. Bill No. 2021-14 - Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. Sponsored by: Councilman Stavros S. Anthony

## NEW BILLS

**There is no public comment on these items and no action will be taken by the Council at this meeting, except those items which may be stricken or tabled. Public testimony takes place at the Recommending Committee Meeting held for that purpose.**

59. Bill No. 2021-15 - Amends LVMC 19.16.010 to add a new subsection to provide authority and standards for granting voluntary expungements of land use approvals. Proposed by: Tom Perrigo, Chief Operations and Development Officer

60. Bill No. 2021-16 - Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver from the normal distance separation requirements for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character. Sponsored by: Councilwoman Michele Fiore

## PLANNING

The items listed below, where appropriate, have been reviewed by the various City departments relative to the requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and Building and Fire regulations. Their comments and/or requirements have been incorporated into the action.

## PLANNING - DISCUSSION

61. 20-0306-VAR1 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MARK DELMEDICO - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED 207 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE-FAMILY DWELLING on 0.06 acres at 10361 Adrianna Avenue (APN 137-12-513-041), PD (Planned Development) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

62. 20-0102 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS - For possible action on the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). The Planning Commission (7-0 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

62a. 20-0102-GPA1 - ABEYANCE ITEM - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL)

62b. 20-0102-ZON1 - ABEYANCE ITEM - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL)

## SET DATE

63. Set date on any appeals filed or required public hearings from the City Planning Commission Meetings and Dangerous Building or Nuisance/Litter Abatements.

## CITIZENS PARTICIPATION

64. Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council 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.

## COUNCIL EMERGING ISSUES

**Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.**

65. Discussion regarding potential items for future City Council agendas - All Wards

## COUNCIL MEMBER RECOGNITION

66. Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006
The City of Las Vegas website – www.lasvegasnevada.gov
and
The Nevada Public Notice Website – notice.nv.gov

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**1**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Call to Order

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**2**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Announcement Regarding: Compliance with Open Meeting Law

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**3**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Invocation - Pastor Khosrow “Koz” Alighchi, Evangelical Friends Church

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**4**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Pledge of Allegiance

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**5**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**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.

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**6**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**7**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
For possible action to approve the Final Minutes by reference of the March 3, 2021 Regular City Council Meeting

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**8**

**DEPARTMENT: City Manager** **CONSENT**
**DIRECTOR: Jorge Cervantes**

**SUBJECT:**
ADMINISTRATIVE:

For possible action to approve an Intergovernmental Agreement between the City of Las Vegas and the Las Vegas Paiute Tribe for development opportunities in the northwest area of Las Vegas - All Wards

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
City of Las Vegas staff have been meeting with staff for the Las Vegas Paiute Tribal Council to prepare an Intergovernmental Agreement concerning development opportunities in areas north of Moccasin along the U.S 95 corridor east to North Durango Drive. The Intergovernmental Agreement establishes standards for development on lands adjacent to the Las Vegas Paiute Tribal lands, provides for coordination of infrastructure development supporting Tribal and City development, and outlines opportunities to partner on projects that will grow and diversify the economy and create employment opportunities.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Intergovernmental Agreement

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made by and between the LAS VEGAS PAIUTE TRIBE, a federally recognized Indian Tribe (the "Paiute Tribe") and CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The Paiute Tribe and the City are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by the Paiute Tribe and the City whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of the date signed by the first party (the "Effective Date").

## RECITALS

WHEREAS, the Indian Reorganization Act of June 18, 1934, in conjunction with the Las Vegas Paiute Tribal Constitution, approved on July 22, 1970, recognized the Tribe as a sovereign nation; and

WHEREAS, the City is a municipal corporation of the State of Nevada; and

WHEREAS, the Parties desire to enter in to this Agreement in further of their government-to-government relationship, and to the overall mutual benefit of the Paiute Tribe, the City and their respective constituencies; and

WHEREAS, through an Act of Congress in 1983, approximately four-thousand (4,000) acres came into Paiute Tribe's possession at the Snow Mountain Reservation (the "Snow Mountain Reservation") and located approximately eighteen (18) miles northwest of the original reservation settlement in downtown Las Vegas; and

WHEREAS, the Paiute Tribe has pursued economic development activity at the Snow Mountain Reservation through construction of a world-class golf courses, resort development, and related activities; and

WHEREAS, the Snow Mountain Reservation includes approximately one-thousand acres adjacent to Moccasin Road both east and west of US-95 that the Paiute Tribe desires to utilize for economic development; and

WHEREAS, the City has requested the U.S. Department of Interior, acting though the Bureau of Land Management (the "BLM") conduct a direct, non-competitive sale of approximately six-hundred and thirty three (633) acres of BLM controlled public lands located north of the Snow Mountain Reservation (the "BLM 633 Acres"); and

WHEREAS, in addition to the 633 Acres, the BLM holds in trust for the public approximately three-thousand two hundred (3,200) acres north of the Snow Mountain Reservation (the "BLM 3,200 Acres"); and

WHEREAS, the City requested BLM conduct a direct, non-competitive sale of approximately nine-hundred and thirty three (933) acres of BLM controlled public lands located southeast of the Snow Mountain Reservation (the "Upper Las Vegas Wash") ("Direct Sale N-93312"); and

WHEREAS, the City partnered with Olympia Companies as a development partner for the Upper Las Vegas Wash, and the City and Olympia are conducting on-going master planning operations for the Upper Las Vegas Wash; and

WHEREAS, the City desires to construct a freeway interchange between US-95 and the future Sheep Mountain Parkway on the Snow Mountain Reservation (the "City Interchange"); and

WHEREAS, the City desires to support NV Energy's Green Link West, a transmission and renewable energy initiative that will transform Nevada's clean energy landscape, create thousands of jobs, promote economic development and position the City to achieve its environmental and carbon reduction goals, and

WHEREAS, the Paiute Tribe and the City now desire to enter this Agreement to facilitate the Parties mutual interests in protecting and developing the Paiute Tribal and public lands in the best interests of the Paiute Tribe and the residents of Southern Nevada; and

WHEREAS, the aforementioned lands are depicted on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

## ARTICLE 1
## CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION

1.1. CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION. The City will support efforts with the Nevada Congressional Delegation and other federal officials and agencies to include the lands to the north of the existing Snow Mountain Reservation into the Snow Mountain Reservation, including the BLM 633 Acres and the BLM 3,200 Acres whether through legislation or other appropriate federal actions. The Tribe and City acknowledge that the expansion of the Snow Mountain Reservation to mitigate development of the lands referenced in this Agreement is required for the Tribe's support for its implementation.

## ARTICLE 2
## LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT

2.1. LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT. The City will lease a portion of approximately one-thousand (1,000) acres of the Snow Mountain Reservation for an economic development and job creation zone (the "Job Creation Zone") as depicted on Exhibit A attached hereto. The Parties covenant to negotiate in good faith the terms of the lease and related public services, infrastructure, and development projects for the Job Creation Zone subject to all pertinent federal laws and regulations utilized by the Bureau of Indian Affairs (the "BIA") in exercising its federal trust obligation on behalf of the Paiute Tribe. Aside from the Nevada Congressional Delegation, the Tribe's first and best protection against unacceptable (and legally challengeable) actions by non-tribal entities lies within the BIA regulations.

2.1. LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT. The City will lease a portion of approximately one-thousand (1,000) acres of the Snow Mountain Reservation for an economic development and job creation zone (the "Job Creation Zone") as depicted on Exhibit A attached hereto. The Parties covenant to negotiate in good faith the terms of the lease and related public services, infrastructure, and development projects for the Job Creation Zone.

## ARTICLE 3
## CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY

3.1. CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY. The Parties acknowledge that the Interchange has the potential to impact the view shed from the Snow Mountain Reservation to the lands to the west that are culturally significant to the Paiute Tribe. In order to minimize these impacts, the City will use reasonable efforts to develop an Interchange design that keeps as much of the Interchange at or below-grade as may be feasible. For those portions of the Interchange that must be designed above-grade to meet necessary traffic operations, City will incorporate landscape and aesthetic treatments to reduce the visual impacts on the adjacent Paiute property. Additionally, the Interchange will include an extension through the Snow Mountain Reservation to the Upper Las Vegas Wash.

The design and aesthetic treatments shall incorporate Native American and Paiute symbolism consistent with the existing interchange on the reservation at U.S. Highway 95. Final approval of the Interchange will be subject to review and concurrence by the Paiute Tribe and compliance with applicable federal laws and BIA regulatory requirements.

## ARTICLE 4
## DEVELOPMENT OF THE UPPER LAS VEGAS WASH

4.1. DEVELOPMENT OF THE UPPER LAS VEGAS WASH. The development of the Upper Las Vegas Wash is intended to provide economic development, residential housing, and other related uses of the property. In order to protect the adjacent Snow Mountain Reservation from impacts of the development of the Upper Las Vegas Wash, the Parties agree as follows:

A. A two-hundred (200) feet buffer adjacent to the Snow Mountain Reservation east perimeter. The buffer is to include rolling berms and landscaping to transition between the Snow Mountain Reservation golf course use and the developed Upper Las Vegas Wash. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

B. A fifty (50) feet buffer adjacent to the Snow Mountain Reservation south perimeter course. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

C. The Upper Las Vegas Wash development shall include approximately ten-thousand (10,000) square feet residential lots adjacent to Snow Mountain Reservation (the "Tribal Land Adjacent Lots"). Residential structures on the Tribal Land Adjacent Lots pad shall be limited to thirty (30) feet in height above the existing ground on the easterly edge of the Snow Mountain Reservation that is directly west of each Tribal Land Adjacent Lot (the "Sight Line Plane"), and building heights may be increased further to the east; however, the Sight Line Plane established on the Tribal Land Adjacent Lots shall be maintained on the BLM 633 acres as future development is constructed in order to create a consistent Sight Line Plane as the topography of both the Snow Mountain Reservation and the BLM 633 acres decreases in a south and easterly directly (i.e. as topography falls away, building heights can increase so long as the Sight Line Plane established by the Tribal Land Adjacent Lots is not impeded), as depicted on Exhibit B attached hereto and incorporated herein by this reference.

## ARTICLE 5
## RENEWABLE ENERGY CORRIDOR

5.1. RENEWAL ENERGY CORRIDOR. The Parties agree to coordinate with NV Energy to make available property necessary to develop Greenlink West, a one-hundred thirty (130) feet renewable energy corridor adjacent to the Moccasin Road alignment from the Nevada Energy Northwest Substation to the east boundary of the Snow Mountain Reservation. Greenlink West is legally described as the south one-hundred thirty (130) feet of the Southeast Quarter (SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 36, Township 18 South, Range 59 East, M.D.M.

## ARTICLE 6
## MISCELLANEOUS

6.1. MISCELLANEOUS.

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, unusually severe weather, labor dispute, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

C. Federal Application. Upon execution by the parties, this Agreement shall be submitted to the BLM and included as part of the BLM's determination and final approval of the release of the public lands referenced herein. This Agreement shall also be subject to all relevant laws and regulations utilized by the BIA in exercising its federal trust obligations on behalf of the Las Vegas Paiute Tribe.

D. Notice. All notices required or permitted under this Agreement shall be given in writing and shall be validly given only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party, (c) deposited with a nationally recognized courier service such as FedEX, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such Party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: ATTN: City Manager
495 S. Main Street, 7th Floor
Las Vegas, NV 89101
(702) 229-2474

with copy to:

ATTN: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
(702) 229-6629

If to Paiute Tribe:

ATTN: Chairman
Paiute Tribal Council
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
contact@lvpaiute.com

with copy to:

ATTN: David Colvin
Tribal Counsel
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
DColvin@lvpaiute.com

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

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

**INTERGOVERNMENTAL AGREEMENT**

Signature Page

**LAS VEGAS PAIUTE TRIBE**

**"PAIUTE TRIBE"**

By: _____

Printed Name: Curtis Anderson

Title: Chairman

Date of Tribe Approval: 3/29/2021

**CITY OF LAS VEGAS**

**"CITY"**

By: _____

Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 3/29/21

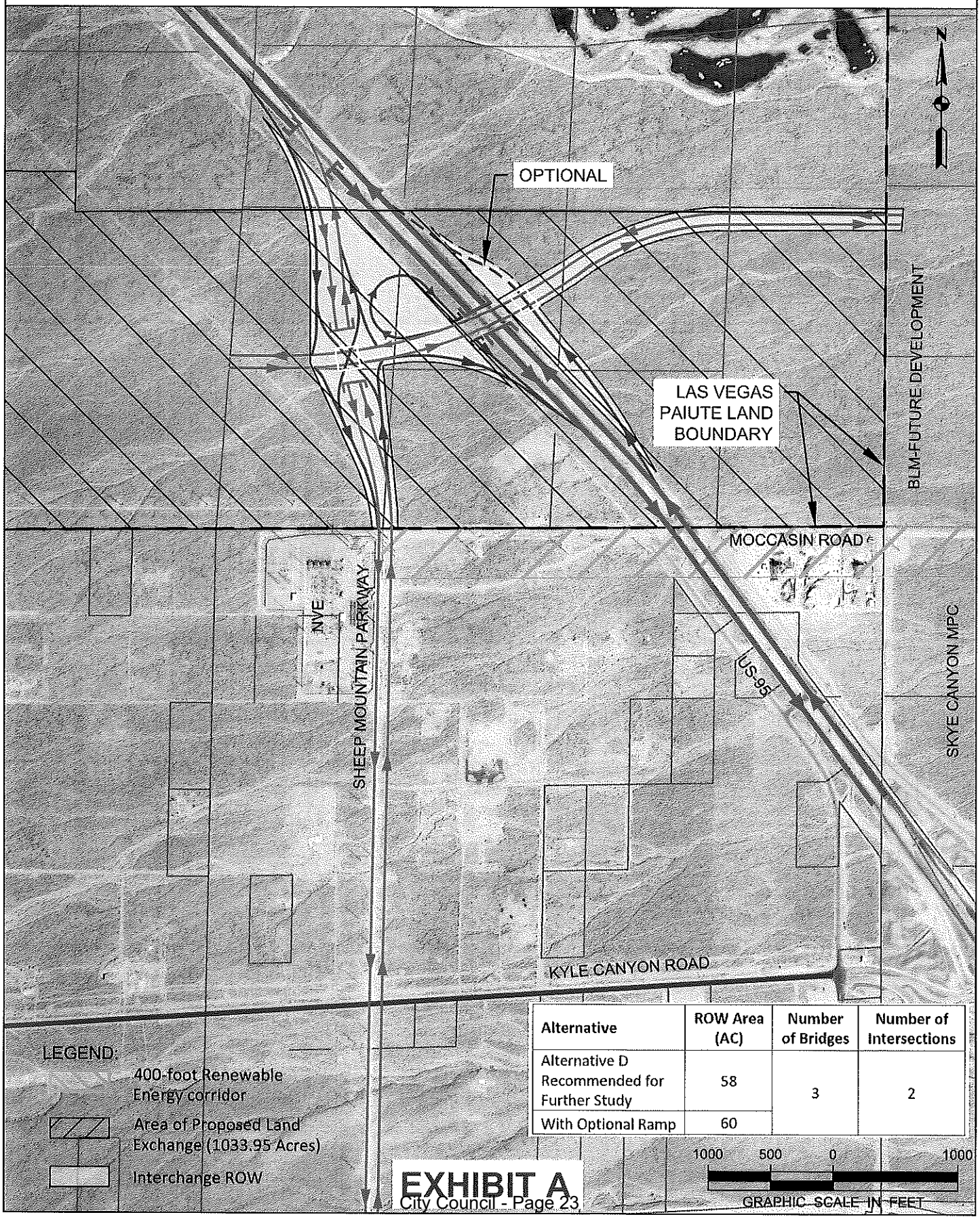
John S. Ridilla Date
Chief Deputy City Attorney

**EXHIBIT A**

VICINITY MAP

[SEE ATTACHED]

# SHEEP MOUNTAIN PARKWAY / US-95 INTERCHANGE
## ALTERNATIVE D RECOMMENDED FOR FURTHER STUDY



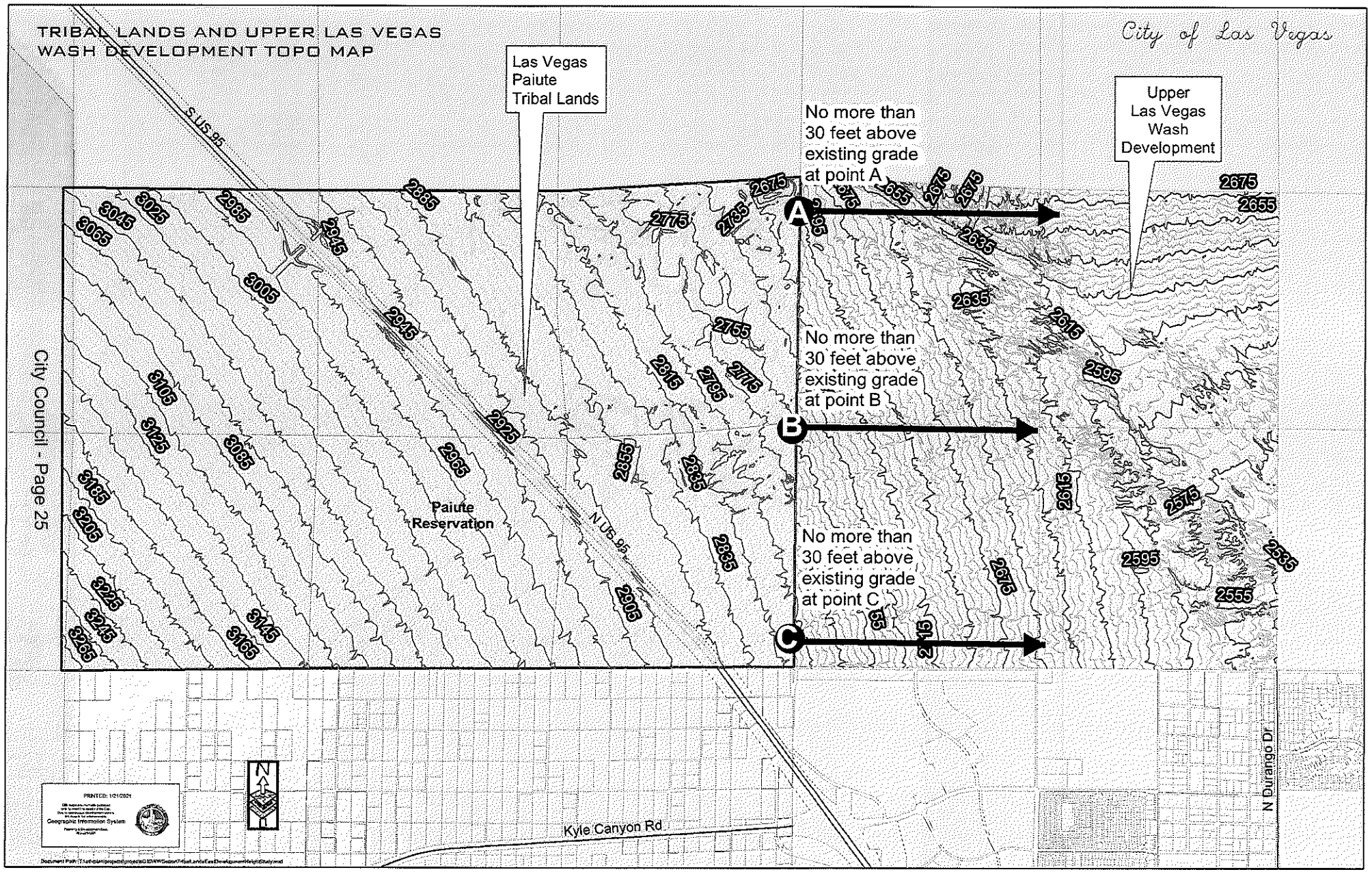

| Alternative | ROW Area (AC) | Number of Bridges | Number of Intersections |
|---|---|---|---|
| Alternative D Recommended for Further Study | 58 | 3 | 2 |
| With Optional Ramp | 60 | | |

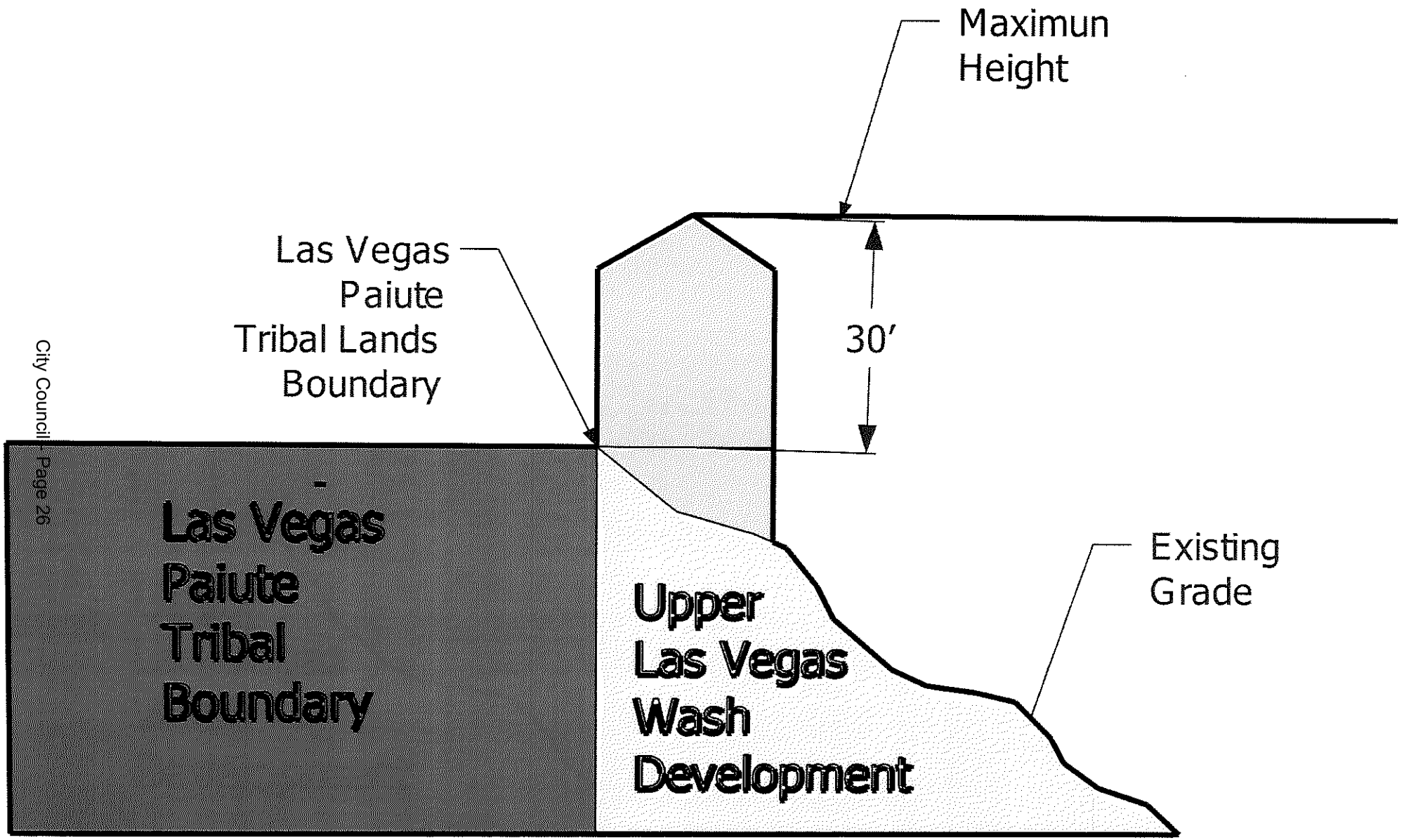
**EXHIBIT A**

**EXHIBIT B**

BUILDING HEIGHT RESTRICTIONS

[SEE ATTACHED]


TRIBAL LANDS AND UPPER LAS VEGAS WASH DEVELOPMENT TOPO MAP
City of Las Vegas
Las Vegas Paiute Tribal Lands
Upper Las Vegas Wash Development
No more than 30 feet above existing grade at point A
No more than 30 feet above existing grade at point B
No more than 30 feet above existing grade at point C
A
B
C
S US 95
N US 95
Paiute Reservation
Kyle Canyon Rd
N Durango Dr
Geographic Information System


Maximun
Height
Las Vegas
Paiute
Tribal Lands
Boundary
30'
Las Vegas
Paiute
Tribal
Boundary
Upper
Las Vegas
Wash
Development
Existing
Grade

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**9**

**DEPARTMENT: City Attorney** **CONSENT**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
For possible action to approve the Retainer Letter Agreement between Michael C. Niarchos, Ltd. and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for ten (10) months beginning March 1, 2021, through December 31, 2021, for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($15,000 monthly/$150,000 Total and $2,500 Expense Reimbursement - City Parkway V, Inc.) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: $152,500
Funding Source: Economic and Urban Development, City Parkway V, Inc.
Dept./Division: City Parkway V, Inc.

**PURPOSE/BACKGROUND:**
The Retainer Letter Agreement pertains to legal representation by Michael C. Niarchos with regard to matters related to various redevelopment and other projects undertaken from time to time by City Parkway V and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the Office of Economic and Urban Development. This Retainer Letter supersedes the Retainer Letter dated April 21, 2020, approved at the March 6, 2020, Las Vegas City Council meeting.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Retainer Letter Agreement

MICHAEL C. NIARCHOS, LTD.

848 North Rainbow #3711
Las Vegas, Nevada 89107
Phone: (702) 596-2720
Email: niarchos@nniarchoslaw.com

March 2, 2021

City Parkway V, Inc.
495 South Main Street
Las Vegas, Nevada 89101
Attention: Jorge Cervantes, President

Re: Legal Representation by Michael C. Niarchos, Ltd.

City Parkway V, Inc.:

It has been requested that this firm represent City Parkway V, Inc. ("CPV") with regard to matters related to various redevelopment and other projects undertaken from time to time by CPV and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the Office of Economic and Urban Development (the "Representation"). Upon execution of this Agreement, this agreement will supersede in all respects that retainer agreement dated April 21, 2020 between CPV and Michael C. Niarchos, LTD and such prior retainer agreement is hereby terminated.

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $15,000.00. In addition, the firm will be entitled to an expense reimbursement of up to $2,500. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation unless otherwise approved by CPV. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and Representation will commence as of March 1, 2021 and expire on December 31, 2021. The President of CPV will have the right to extend the Representation subject to the agreement of the firm. The monthly fee will be paid within thirty (30) days of receipt of a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachment "A", shall constitute our written engagement agreement. After you

have reviewed this letter along with such attachment, you are welcome to discuss them with me, or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

Sincerely.
MICHAEL C. NIARCHOS, LTD

By: Michael C. Niarchos, ESQ.

Accepted and Approved this 3rd day of March

City Parkway V, Inc.

By: _____
President

Approved as to Form:

John S. Ridilla 3/3/21

John S. Ridilla
Deputy City Attorney

ATTACHMENT "A"

## PRACTICE DESCRIPTION

1. Client. Our client(s) in this matter will be the party(ies) listed as addressee(s) in the accompanying retainer letter. To the extent that our original client controls or is controlled by affiliated individuals or entities, this agreement will govern any relationship we might develop with the additional affiliates as well, except to the extent we and such affiliates enter into separate engagement letters.

2. Responsibility for Payment. Each of our clients is responsible for the timely and full payment for our services and costs. Where we have more than one client in a matter, each client is jointly and severally responsible for the entire amount of our charges.

3, The Work. If you have questions about our work you should feel free to ask them. We do not, however, guaranty or insure any result or opinion. Often the scope of our representation changes over time as matters develop. We do not seek forma written confirmation of this expanded or changed responsibility; however, if from time to time you would feel more comfortable with a formal confirmation, please let us know at that time and we will provide one. Unless otherwise agreed, the retainer letter and this Practices Description will govern the expanded or changed representation as well as the original representation.

4. Privilege. Generally, the communications between a client and a lawyer are privileged. This privilege belongs to the client and can be waived by the client only.

5. Information. The relationship between lawyer and client is based on the candid exchange of information and ideas. We encourage you to ask questions and to probe our advice. We also expect that our clients will be straightforward with us in supplying information, in keeping us apprised of developments, in answering our questions, and in making information and personnel available to meet time commitments in connection with your matter.

6. Personnel. Michael C. Niarchos will be conducting the Representation.

7. Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, bills will be sent monthly.

8. Withdrawal. Our clients have the absolute right to withdraw from our representation without having to state or prove any cause of the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or

without cause upon reasonable prior written notice. We will have the right to withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

9. Miscellaneous. This Practices Description and the retainer letter will be construed under Nevada law, without regard to its principles of conflict laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken tougher, shall constitute but one and the same instrument. The retainer letter may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and affect as if it had been executed by the actual signature of any party.

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**10**

**DEPARTMENT: City Attorney** **CONSENT**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
For possible action to approve settlement of Robert Dean Gulk v. City of Las Vegas, Christopher Ramos, Case No. A-20-814563-C in the Eighth Judicial District Court ($85,000 - Tort Liability Fund) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: $85,000
Funding Source: Tort Liability Fund
Dept./Division: Human Resources

**PURPOSE/BACKGROUND:**
On or about May 6, 2020, the City and City employee Christopher Ramos was served with a copy of a Summons and Complaint in Robert Dean Gulk versus City of Las Vegas, Christopher Ramos. Claimant's allegations concerned personal injuries allegedly caused by an automobile accident with a vehicle owned by Las Vegas Fire & Rescue. Following lengthy discovery, Claimant agreed to accept a total of $85,000 as a complete settlement and release of all of his claims against the city.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
None

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**11**

**DEPARTMENT: Economic & Urban Development** **CONSENT**
**DIRECTOR: Bill Arent, Deputy**

**SUBJECT:**
For possible action to approve an Exclusive Negotiation Agreement (ENA) with Axios Nevada LLC for the purpose of discussing a privately owned and operated High Capacity Transit System on Charleston Boulevard - Wards 1, 3 and 5 (Knudsen, Diaz and Crear) [NOTE: The correct Wards are 1, 2 and 3 {Knudsen, Seaman and Diaz}].

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This ENA provides that the City and Axios Nevada LLC will have discussions on a high capacity transit system and related Transit-Oriented Development (TOD) along Charleston Boulevard within the city of Las Vegas. The term of the ENA is two years. Axios Nevada LLC will be preparing, at its expense, a Master Plan to address design, cost, passenger metrics, transit station, and a TOD Development Plan. This ENA is limited to the surface rights-of-way owned by the City along Charleston Boulevard, and does not prohibit any RTC operations or any public or private operation of aerial transit or subterranean transit along Charleston Boulevard.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Exclusive Negotiation Agreement
2. Disclosure of Principals
3. Submitted at Meeting - E-comment

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "ENA") is entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and AXIOS NEVADA LLC, a Nevada Limited Liability Company/Limited Partnership/Corporation ("Developer"). City and Developer may be referred to herein collectively as the "Parties".

This ENA is effective on the date signed by the City and Developer, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

## RECITALS

WHEREAS, City and Developer desire to enter into this ENA for the purpose of discussing a privately owned and operated High Capacity Transit System project ("Project") proposed to operate along Charleston Boulevard and within the jurisdiction of City and on public rights-of-way owned by City; and

WHEREAS, Developer desires to discuss with City, and City desires to discuss with Developer, certain transit-oriented development opportunities ("TOD Projects") generated by the Project, including Developer's and the City's role, rights, and responsibilities for such TOD Projects and associated re-zoning requirements.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

## AGREEMENT

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference as though set forth in full.

2. PURPOSE. The purpose of this ENA is to grant Developer the sole and exclusive right to enter into negotiations concerning the Project and associated TOD Project opportunities within the Charleston Boulevard transit corridor within the City for the period of the Term. .

3. TERM; TERMINATION/EXTENSION. The term of this ENA shall commence upon the approval of this ENA by the City's City Council (the "Effective Date") and terminate two (2) years from the Effective Date (the "Term").

If either party is in default of this ENA and the defaulting party failures to cure the default as provided for in DEFAULT below, this ENA may be terminated or extended at any time only upon the mutual, written agreement of the Parties.

4. DEFAULT. No default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default, and the defaulting party shall have failed to cure said default within thirty (30) days after the receipt of said written notice provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but the defaulting party commences and diligently pursues a cure of such default promptly within the initial thirty(30) day cure period, then the other party shall not exercise its remedies or limit the rights of the defaulting party unless such default remains uncured for more than sixty (60) days after the initial delivery of the other party's original default notice.

Developer acknowledges that the deliverables and related matters detailed in **Exhibit A** AXIOS

PROJECT SCHEDULE are of utmost importance to the City, and Developer's failure to meet any of the Developer proposed timelines shall be a default of this ENA; however, such default is subject the aforementioned cure provisions.

5. MASTER PLAN. The Parties hereby agree that on or before the expiration of the Term, Developer shall present to City a master plan describing in more detail the following:

A. Transit Corridor. Developer shall define the transit corridor proposed for the Project and any phasing envisioned. The developer shall identify whether the existing right of way is capable of accommodating the Project and if not, what the plan is to address any limitations to ensure the corridor remains able to provide an acceptable level of service for all modes of travel. Additionally, developer shall identify the location of the Project transit system maintenance yard and any other supporting operation and maintenance facilities. An estimate of probable cost for the entire transit systems design, construction, operation, and maintenance shall be provided.

B. PASSENGER VOLUME. Developer shall define the proposed passenger volumes (i.e. ridership forecasts) which the transit system is expected to accommodate and how passengers on existing RTC bus line will interact/transfer

C. PASSENGER TRANSIT MODE. Developer shall define the transit mode, including the type of vehicle, and any technical requirements deemed necessary by the Parties.

D. TRANSIT STATIONS. Developer shall define the location of the proposed transit stations, and shall include any public rights of way or public land identified as necessary to accommodate such transit stations.

E. TRANSIT-ORIENTED DEVELOPMENT PLAN. Developer shall define the proposed land development plan and re-zoning that would be needed to generate the necessary ridership to support the costs of the transit system and how the developer would bring such a development plan forward

F. OTHER PERTINENT INFORMATION. Developer shall provide to City any other pertinent information to advance the planning stages of the Project.

G. LAND USE CHANGES. City shall reasonably coordinate with Developer and adjacent land owners, subject to the approval of the Las Vegas City Council, regarding the modification of existing land use plans related to the Project and related to TOD Projects.

Developer acknowledge and understand that the City will be conducting hearings and City is anticipating adopting of a new General Plan, commonly referred to as the "2050 City of Las Vegas Master Plan", in the spring of 2021. Further, the Developer acknowledges that the City, as well as any property owner within the City may make application for a rezoning of property and the City may approve any zone changes, amendments to Las Vegas Municipal Code Title 19 and commonly referred to as the "Unified Development Code" or adopt any special area plans, ordinances, and overlays as may be necessary for the implementation of the new General Plan.

6. PUBLIC INPUT. Developer and City agree that the master plan include a plan for public input. Developer shall bear costs associated with such public input and City will provide support as normally provided and consistent for other developer projects. .

7. NO OBLIGATION. The Parties agree and acknowledge (i) that this ENA creates no obligation on any party to enter into any other agreement related to the Project, (ii) the decision to enter into any other agreement will be at each party's respective sole and absolute discretion and (iii) the approval of the City Council will be a condition to City's obligation to enter into any other agreement related to the

Project. Developer and City each agree and acknowledge that this ENA creates no rights, title or interest of Developer whatsoever, legal, equitable or otherwise, in any property owned by City.

Additionally, City and Developer agree and acknowledge that other transit operators, including but not limited to the Regional Transportation Commission of Southern Nevada (the "RTC"), currently operates along Charleston Boulevard within public rights of way owned by City. Nothing in this ENA shall be deemed to restrict or limit the RTC from operating in rights-of-way owned by City. In addition, this ENA shall be limited to the surface right-of-way of the Charleston Boulevard corridor for consideration of a new privately funded High Capacity Transit System. During the period of the ENA, the City may consider requests of any kind for use of aerial or subterranean right of way along the corridor that would not reasonably interfere with the construction and operation of the Project.

Developer represents to City that it intends to privately fund the design, construction, operation, and maintenance of the Project and that no City controlled public funds of any kind are being requested. Notwithstanding the foregoing, Developer is not precluded from seeking other public funds as may be accessible by developer team such as federal, state and other local funding. City shall reasonably cooperate with Developer in any such efforts.

8, The RTC is the metropolitan planning organization and public transit provider for the City and throughout Southern Nevada. RTC staff assists and supports the City in transportation planning within the City's jurisdiction. The City, in partnership with the RTC, shall review the master plan and other pertinent information identified in Section 5 above and the deliverables identified in **Exhibit A** as a part of furthering the goals and priority projects of the ON-Board Transit Master Plan and other applicable transportation projects. RTC agrees to provide Charleston Bus Route 206 monthly ridership data to Developer upon request.

Notwithstanding the provisions of Section 8 herein, Developer and its partners, in cooperation with the City, will be the lead entity for the proposed privately owned and operated Charleston High Capacity Transit Project envisioned in this ENA and as such, will make final determination of the vehicle technology, station locations, maintenance facility location, routing, and operations since the Project is envisioned to be designed, built, financed, operated, and maintained by Developer and its partners.

9. DATA SHARING. The City agrees to provide readily available plans, data, and other information related to Charleston Boulevard that it has current access to upon request by Developer.

10. DUE DILIGENCE. Developer is responsible for verifying ownership of right of way along the Charleston corridor. Some segments fall under the control of Nevada Department of Transportation, Union Pacific Railroad, and Clark County. Developers plan shall address how multi-jurisdictional issues related to the Project will be resolved. Additionally, developer shall provide information as necessary to prove financial capability and capacity of the development team to propose such a project wherein the estimated cost of a Light Rail High Capacity Transit System along Charleston Boulevard from Hollywood Boulevard to approximately Town Center Drive is estimated to be between 2-3 billion dollars.

11. NO REAL ESTATE OR BROKER'S COMMISSIONS. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this ENA. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this ENA, and agrees to indemnify and hold the other party harmless from any claim by any broker or finder retained by, or claiming through, such party. The provisions of this Section shall survive any termination or expiration of this ENA.

12. CONFLICT OF INTEREST.

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

C. Each party represents that it has no actual knowledge of any financial or economic interest of any public officer or employee of City relating to this ENA. Notwithstanding any other provision of this ENA, if such interest becomes known, City may immediately terminate this ENA.

D. Developer represents and warrants that prior to the Effective Date it has provided an executed "Certificate—Disclosure of Ownership/Principals" in the form currently required by City and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

13. NOTICES. Any notices required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service, (ii) faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service or any nationally recognized courier service, or (iv) by an email sent to the email address for the recipient stated below All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Fax and phones number, if listed below, are for information only.

If to City: ATTN: Director
City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6551
Email: barent@lasvegasnevada.gov

with copy to: ATTN: City Attorney
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Email: jridilla@lasvegasnevada.gov

If to Developer: ATTN: Tom Skancke
Axios Nevada, LLC
3773 Howard Hughes Parkway, Suite 500S
Las Vegas, NV 89169
tom@skancke.net

with copy to: ATNN: John S. Delikanakis
Axios Nevada, LLC
3773 Howard Hughes Parkway, Suite 500S
Las Vegas, NV 89169
schodack1234@gmail.com

13. PUBLICITY. The Parties agree that neither party shall make any public announcement or any press release with respect to this ENA or the Project without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Section shall limit or prevent City from undertaking any actions required by Nevada's open meeting laws or from causing or allowing the release of information or dissemination of documents as may be required in connection with any administrative hearings or proceedings pertaining to City' s approval or implementation of this ENA. Furthermore, Developer acknowledges that City is subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes ("Public Records Act") and all information in physical or electronic form or other form provided by Developer to City may be subject to disclosure under the Public Records Act; provided, however, City will not disclose any such information unless specifically requested pursuant to the Public Records Act and after City provides written notice to Developer of the receipt of such Public Records Act request. Notwithstanding the foregoing, Developer shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from Developer about its planned Project and to Developer's consultants, agents, representatives, advisors, attorneys, and potential investors.

14. ASSIGNMENT. Developer may not assign or transfer all or any part of its interest in this ENA without first obtaining the written consent of City which consent may be granted or withheld at City's sole and unfettered discretion. Any transfer or assignment in violation of this Section shall be null and void and constitute a default of this ENA.

15. TIME IF OF THE ESSENCE. Time is of the essence in this ENA and each and every term and provision hereof.

16. INTERPRETATION; GOVERNING LAW. This ENA shall be construed as if prepared by both Parties. This ENA shall be construed, interpreted and governed by the laws of the State of Nevada.

17. ENTIRE AGREEMENT; AMENDMENTS. This ENA is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this ENA supersedes any and all prior understandings between the Parties, whether oral or written, including without limitation, the Existing ENA. Any amendments to this ENA shall be in writing and shall be signed by both Parties.

18. NO WAIVER. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. BINDING EFFECT. This ENA shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assigns.

20. HEADINGS; EXHIBITS; CROSS-REFERENCES. The headings and captions used in this ENA are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this ENA. Any exhibits attached to this ENA and the Recitals at the beginning of this ENA

are incorporated herein by the references thereto. All references in this ENA to Articles, Sections and exhibits shall be to Articles, Sections and exhibits of or to this ENA, unless otherwise specified.

21. SEVERABILITY. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this ENA shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this ENA shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

22. TIME CALCULATIONS. Any reference to "days" herein shall mean calendar days. The performance of any obligation that occurs on a day other than Monday through Thursday shall be deferred to the next business day, which means any day except Friday (the City is closed on Fridays), Saturday, Sunday and any day which is a legal holiday as defined in NRS 236.015, as they may be amended from time to time.

23. NO THIRD-PARTY BENEFICIARIES. This ENA is intended for the exclusive benefit of City and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

24. COUNTERPARTS; ELECTRONIC DELIVERY. This ENA may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

25. CITY OBLIGATIONS LIMITED. No obligation assumed by or imposed upon City by this ENA or remedy granted or otherwise arising in, under or pursuant to this ENA against City shall require the payment of money by City, or the performance of any action by City, the performance of which requires money from City, except to the extent that funds are available for such payment or performance from specific appropriations therefor lawfully made by City. This ENA shall not be construed as obligating the City Council to make future appropriations for the payment of monies or for the performance of any obligations of City under this ENA.

26. FOREIGN CORRUPT PRACTICES ACT OF 1977. Developer understands that it is subject to the provisions of The Foreign Corrupt Practices Act of 1977, as amended. 15 U.S.C §§ 78dd-1, et seq.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this ENA as of the Effective Date as defined herein.

**CITY OF LAS VEGAS**

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/29/21
Deputy City Attorney Date

[SIGNATURES CONTINUED ON NEXT PAGE]

AXIOS NEVADA, LLC

By: _____

Tom Skancke, Managing Member

Date: March 26, 2021

By: _____

John S. Delikanakis, Managing Member

Date: March 26, 2021

**EXHIBIT A**

AXIOS NEVADA'S PROPOSED SCHEDULE

0-12 Month Deliverables:

1. Preliminary corridor concept plans & report showing station types and locations and current zoning around each station and possible development within current zoning.

2. Ridership & Revenue forecast reports.

3. Expression of interest from design, construction, O & M contractors and master developers, must be in writing and submitted to the City of Las Vegas with evidence of initiation of due diligence from each.

4. Concept plan showing how the existing Charleston Bus Route (and riders) will co-exist with the High-Capacity Transit ("HCT") Project specifically identifying interaction and passenger transfers between the HCT and the existing RTC bus route since the current bus route extends beyond the limit of the proposed HCT Project Phase 1.

5. Collaborate with the RTC to develop what will likely be a "shared transit service corridor" for a time period mutually agreed to.

6. Develop a concept layout showing where the HCT Maintenance Yard will be located and how the property will be acquired.

13-24 Month Deliverables:

1. Identification of final design, construction, O & M contractor and master and subsidiary developers along with a tentative development schedule.

2. Report on the proposed structure of the Project Entity or Project Entities and proposed relationship with the City.

3. Report on the proposed private financing structure for the Project.

4. Report on the proposed development adjacent to the Project and zoning changes that may be necessary to make the project financially feasible. Project developer will outline the zone changes that may be requested and deemed necessary to move the project past concept stage. Developer understands that any such zone changes will be at the sole discretion of the Las Vegas City Council.

# CERTIFICATE
# DISCLOSURE OF OWNERSHIP/PRINCIPALS

## 1. Definitions

*"City"* means the City of Las Vegas.

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

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

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

## 2. Policy

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

## 3. Instructions

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

## 4. Incorporation

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

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

| Block 1 | Contracting Entity |
|---|---|
| Name: | AXIOS Nevada LLC |
| Address: | 3773 Howard Hughes Pky |
| Telephone: | Suite 500S |
| EIN or DUNS: | Las Vegas NV 89169 |

| Block 2 | Description |
|---|---|
| Subject Matter of Contract/Agreement: | |
| Exclusive Negotiation Agreement | |
| RFP #: N/A | |

| Block 3 | Type of Business | | | |
|---|---|---|---|---|
| | Individual | Partnership | Limited Liability Company | Corporation |

**Block 4 Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1. (1) | MetroMotion LLC | 2620 Regatta Dr. #102 Las Vegas NV 89128 | 702.521-7272 |
| 2. | | | |
| 3. | | | |
| 4. (2) | Elefteria LLC | 412 N. Main St Suite 100 Buffalo WY 82834 | 702.232.1840 |
| 5. | | | |
| 6. | | | |
| 7. (3) | Shift 36.115 LLC | | 702.263.7111 |
| 8. | 241 W. Charleston Blvd. Ste 107 Las Vegas NV | 89102 | |
| 9. (4) | My Destiny LLC | | 702. 445.2307 |
| 10. | 9905 Deer Ct. Las Vegas NV | 89134 | |

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

| Block 5 | **Disclosure of Ownership and Principals—Alternate** |
|---|---|

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

_____
Name

3-8-21
_____
Date

Subscribed and sworn to before me this 8 day

of March, 2021.

_____
Notary Public

CLAUDIA OLIVARI-SOSA
Notary Public-State of Nevada
APPT. NO. 20-2678-01
My Appt. Expires 07-15-2024

| Block 5 | **Disclosure of Ownership and Principals—Alternate** |
|---|---|
| If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below. | |
| Name of Attached Document: | |
| Date of Attached Document: | |
| Number of Pages: | |

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

Tom R Stanke

Name

3-8-21

Date

Subscribed and sworn to before me this 8th day

of March, 2021.

Notary Public

CLAUDIA OLIVARI-SOSA
Notary Public-State of Nevada
APPT. NO. 20-2678-01
My Appt. Expires 07-15-2024

## Ashley Foster

**From:** Margaret Kurtz
**Sent:** Wednesday, April 7, 2021 8:45 AM
**To:** Meeting Comments
**Subject:** April 7, 2021 City Council Meeting, item #11

**From:** Ken Smith <Ken.Smith@kvvu.com>
**Sent:** Wednesday, April 7, 2021 7:24 AM
**To:** Margaret Kurtz <mkurtz@LasVegasNevada.GOV>
**Subject:** One concern I have regarding this to pass along to the city council

11. For possible action to approve an Exclusive Negotiation Agreement (ENA) with Axios Nevada LLC for the purpose of discussing a privately owned and operated High Capacity Transit System on Charleston Boulevard - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

**If adding transit means removing a traffic lane, I believe this would be a bad idea, as Charleston Boulevard carries a lot of traffic....**

Ken Smith
Fox 5 Traffic Reporter

Submitted at City Council
Date 4/7/21 Item 11
By: E-comment

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**12**

**DEPARTMENT: Finance** **DISCUSSION**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
For possible action to approve the acceptance of the City of Las Vegas Single Audit Report on grant reporting for Fiscal Year Ending June 30, 2020, which will be incorporated as part of the Comprehensive Annual Financial Report approved by the City Council on February 17, 2021 - All Wards

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
NRS 354.624 requires an annual audit of the financial statements of the City of Las Vegas be conducted by an independent public accounting firm. This audit was performed and the results accepted by the governing body on February 17, 2021 without the Single Audit. In conjunction with the audit of the financial statements, the single audit relating to grant reporting is also performed. The single audit was not completed in time for presentation with the City's financial statements due to not receiving the required guidance for the CARES Act from the federal government timely. The single audit was completed on March 22, 2021 with no findings related to grant reporting. The Single Audit Report will be incorporated into the final Comprehensive Annual Financial Report for Fiscal Year 2020.

**RECOMMENDATION:**
Accept the Single Audit Report and for it to be incorporated as part of the Comprehensive Annual Financial Report that was approved by the governing body on February 17, 2021

**BACKUP DOCUMENTATION:**
None

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**13**

**DEPARTMENT: Finance** **CONSENT**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
For possible action to approve award of Contract No. 210185-HM, Construction Manager as Agent Contract for Sewer Rehabilitation Group G - Vegas Drive Phase 2, located within Vegas Drive, North Tenaya Way, Saylor Way, and West Lake Mead Boulevard - Department of Public Works - Award recommended to: VTN NEVADA (Not-to-Exceed $796,214.12 - Sanitation Enterprise Fund) - Wards 1 and 5 (Knudsen and Crear)

**FISCAL IMPACT:**
Budget Funds Available
Amount: Not-to-Exceed $796,214.12
Funding Source: Sanitation EF
Dept./Division: Public Works

**PURPOSE/BACKGROUND:**
This contract provides construction manager services for rehabilitation work on sewers and manholes, as well as a temporary bypass pumping system during construction. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. VTN Nevada is located in Las Vegas, Nevada.

**RECOMMENDATION:**
Approve as recommended with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

**BACKUP DOCUMENTATION:**
1. Contract No. 210185-HM
2. Certificate - Disclosure of Ownership and Principals

# CONSTRUCTION MANAGER AS AGENT CONTRACT FOR SEWER REHABILITATION GROUP G – VEGAS DRIVE PHASE 2

**THIS CONTRACT** is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **VTN NEVADA**, (the "Consultant"), **a Corporation**, whose address is **2727 South Rainbow Boulevard, Las Vegas, Nevada 89147**.

**PROJECT DESCRIPTION**:

**LOCATION**: The project is within the public and NDOT rights-of-way in Vegas Drive between North Tenaya Way and Saylor Way, within public right-of way in North Tenaya Way between Vegas Drive and West Lake Mead Boulevard, and within City property across the Las Vegas Golf Course.

**SCOPE OF WORK**: The project includes installation of approximately 9,200 feet of 21-inch sewer in Vegas Drive; new manholes in 60-inch diameter and 72-inch diameter sizes; removal of existing 15 and 18-inch VCP sewer and associated existing manholes. In addition, installation of approximately 2,700 feet of 24-inch sewer in Tenaya Way; new precast polymer manholes in 48-inch diameter, 60-inch diameter and 72-inch diameter sizes and a 120-inch precast polymer diversion manhole. The pipeline will be constructed using open-cut methods, except for the US 95 crossing. Construction includes reconnection of existing sewers and service laterals; bypass pumping and piping system; traffic control; street reconstruction; and all other appurtenant work. The project also includes the rehabilitation of approximately 3,000 linear feet of existing 15-inch truss pipe with Cured-in-Place Pipe (CIPP) method via an upstream or downstream inversion and three (3) 18-inch sectional CIPP liners in one ten (10) foot location. In addition, the project includes application of an epoxy coating system in 17 manholes varying in diameter from 48-60 inches. The project also includes development of a temporary bypass pumping of sewage during construction, cleaning, and CCTV of pipelines. The Contractor shall be responsible for the design of bypass pumping and piping system, temporary control and handling of sewage, maintaining public health, control of odor, noise, and all other appurtenant work.

**W I T N E S S E T H:**

**WHEREAS**, the City intends to construct the PROJECT NAME (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

## 1.0 CONSULTANT RESPONSIBILITIES

**1.1** ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

**1.2** ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

**1.3** ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

**1.4** ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

**1.5** ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

**1.6** ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

**1.7** ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

## 2.0 CITY RESPONSIBILITIES

**2.1** ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

**2.2** ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.3** ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

**2.4** ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

## 3.0 CHANGES TO CONSULTANT'S SERVICES

**3.1** ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

**3.2** ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the maximum cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the maximum compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

## 4.0 ADDITIONAL SERVICES OF CONSULTANT

**4.1** ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

**4.2** ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

## 5.0 *SUBCONSULTANT CONTRACT*

**5.1** ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an Contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant Contract a provision that:

**5.1.1** the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

**5.1.2** the subconsultant shall have no more rights against the City than that of the Consultant,

**5.1.3** the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

**5.1.4** unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

## 6.0 TERM OF CONTRACT

**6.1** ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

**6.2** ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

## 7.0 COMPENSATION AND TERMS OF PAYMENT

**7.1** ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

**7.2** ***Multiplier. Exhibit D, Section 400.2.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

**7.3** ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

**7.4** ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

**7.5** **Payment Invoicing.** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

**7.6** ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

**7.7** ***Final Payment***. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

## 8.0 PERFORMANCE SCHEDULE

**8.1** ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, Exhibit "C" attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

## 9.0 AUDIT: ACCESS TO RECORDS

**9.1** ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized

representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.2** ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

**9.3** ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract, unless additional retention is required based on funding-specific requirements. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.4** ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

**10.0 MISCELLANEOUS PROVISIONS**

**10.1** ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

**10.1.1** the Consultant was not a contributing cause for the suspension,
**10.1.2** the Consultant has not received an equitable adjustment under another provision of this Contract, and
**10.1.3** the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

**10.2** ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

**10.3** ***Termination for Cause or Other Resolution.***

**10.3.1** ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

**10.3.1.1** defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

**10.3.1.2** (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a

voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

**10.3.1.3** allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

**10.3.1.4** fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

**10.3.2** ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

**10.3.2.1** terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

**10.3.2.2** terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

**10.3.2.3** continue with performance by the Construction Manager as Agent and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement 10.3.1 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

**10.4** ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

**10.4.1** ***Delivery of Documents.***

**10.4.1.1** In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

**10.4.1.2** In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

**10.4.2** ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

**10.4.3** ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

**10.5** ***Insurance***

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

**10.5.1** ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

**10.5.2** ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products,

completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

**10.5.3** ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

**10.5.4** ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

**10.5.5** The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

**10.5.6** All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

**10.5.7** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

**10.5.8** All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention excluding Professional Liability may exceed fifty thousand ($50,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability or self-insured retention shall not exceed fifty thousand ($50,000) without the prior written approval of the City.

**10.5.9** **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

**10.5.10** If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

**10.5.11** Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

**10.5.12** The Consultant is encouraged to purchase any additional insurance it deems necessary.

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

**10.5.14** ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

**10.6** ***Indemnity***

**10.6.1** ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

**10.6.2** ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

**10.7** ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.8** ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

**10.9** ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

**10.9.1** it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

**10.9.2** it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

**10.9.3** its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

**10.9.4** it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "H" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "H," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "H" within fifteen (15) days of such change.

**10.10** ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

**10.11** ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12** ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

*Compliance with Laws.* The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.13** ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

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

**10.14** **Severability.** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

**10.15** ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

**10.15.1** ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

**10.15.2** ***Requirements***. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

**10.15.3** ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that

certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

**10.16** ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17** ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

**10.18** ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

**10.19** ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10.20** ***Claim or Dispute Resolution***

**10.20.1** ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no

further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

**10.20.2** ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

**10.20.3** ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

**10.20.4** ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

**10.21** ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

**10.22 Calendar Day.** All references in this Contract to days are to calendar days unless otherwise indicated.

**10.23 Exhibits.** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

**10.24 Counterparts; Electronic Delivery**. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**10.25 Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

**CITY OF LAS VEGAS**

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

**VTN NEVADA**

By: Brent Moser
Brent Moser, P.E.

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 3/17/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

# LIST OF EXHIBITS

**EXHIBIT " A "  SCOPE OF SERVICES**

**EXHIBIT " B "  REQUIRED SUBMITTALS**

**EXHIBIT " C "  PERFORMANCE SCHEDULE**

**EXHIBIT " D "  FEE BREAKDOWN**

**EXHIBIT " E "  COMPENSATION**

**EXHIBIT " F "  KEY PERSONNEL LIST**

**EXHIBIT " G "  CERTIFICATE OF DISCLOSURE**

# EXHIBIT A
# SCOPE OF SERVICES

## 100 PROJECT OVERVIEW

### 100.1 DESCRIPTION OF PROJECT

**LOCATION**: The project is within the public and NDOT rights-of-way in Vegas Drive between North Tenaya Way and Saylor Way, within public right-of way in North Tenaya Way between Vegas Drive and West Lake Mead Boulevard, and within City property across the Las Vegas Golf Course.

**SCOPE OF WORK**: The project includes installation of approximately 9,200 feet of 21-inch sewer in Vegas Drive; new manholes in 60-inch diameter and 72-inch diameter sizes; removal of existing 15 and 18-inch VCP sewer and associated existing manholes. In addition, installation of approximately 2,700 feet of 24-inch sewer in Tenaya Way; new precast polymer manholes in 48-inch diameter, 60-inch diameter and 72-inch diameter sizes and a 120-inch precast polymer diversion manhole. The pipeline will be constructed using open-cut methods, except for the US 95 crossing. Construction includes reconnection of existing sewers and service laterals; bypass pumping and piping system; traffic control; street reconstruction; and all other appurtenant work. The project also includes the rehabilitation of approximately 3,000 linear feet of existing 15-inch truss pipe with Cured-in-Place Pipe (CIPP) method via an upstream or downstream inversion and three (3) 18-inch sectional CIPP liners in one ten (10) foot location. In addition, the project includes application of an epoxy coating system in 17 manholes varying in diameter from 48-60 inches. The project also includes development of a temporary bypass pumping of sewage during construction, cleaning, and CCTV of pipelines.

### 100.2 CONDITIONS

***100.2.1*** ***Contract Documents*** as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

***100.2.2*** ***Consultant Proposals***. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Contract or included by reference, the terms of this Contract shall govern any conflicts between the documents and this Contract, and any such attachments or references shall only be utilized to compliment this Contract in describing the detail of the scope of work described in this Contract, except that the scope shall not be less than the requirements in this Contract, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Contract, even if such attachments or references are signed by the parties to this Contract.

***100.2.3*** ***Regulatory Authorities***. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Departments of the City of Las Vegas, plus Clark County and other agencies. The City' representative acts in a capacity similar to that of a representative working for a private property owner, which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

***100.2.4*** ***Certifications***. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Contract, the Consultant shall provide personnel with the proper credentials during the term of this Contract. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Contract, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

***100.2.5*** ***Capital Improvement Project (CIP) Software***. Upon City request, Consultant shall utilize the City's CIP software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

- The City shall provide:
  - A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
  - The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
  - User accounts for Consultant's access to the MasterWorks software.
- The Consultant shall provide:
  - Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
  - Information using the forms, screen views, and information fields provided in the software and training materials.
  - Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
  - Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
  - Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
  - Frequent monitoring of the MasterWorks software.

***100.2.6*** Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

## 100.3 *REFERENCE STANDARDS*

***100.3.1*** All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

***100.3.2*** The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Contract:

- Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
  - Nevada Department of Transportation (NDOT) references (most current editions):
  - Road Design Division Manual, Parts 1 & 2.
  - Standard Specifications for Road and Bridget Construction (NDOT Silver book).
  - Standard Plans for Road and Bridge Construction.
  - Standard Construction Plan Symbols and Design Layout and Drafting Methods
  - Bridge Design and Procedures Manual
  - Nevada Work Zone Traffic Control Handbook
  - Design and Construction Standards for Wastewater Collection
  - Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
  - Traffic Control Devices Handbook
  - Roadside Design Guide
  - American Society for Testing and Materials (ASTM)
  - A Policy on Geometric Design and Highway and Streets (AASHTO)
  - Clark County Regional Flood Control District's Policies and Procedures.

- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
- American Concrete Institute (ACI)
- The Asphalt Institute
- Portland Cement Association (PCA)
- City of Las Vegas Building Codes:
    - International Building Code (IBC)
    - International Energy Conservation Code (IECC)
    - National Electric Code (NEC)
    - Southern Nevada Pool Code
    - Uniform Administrative Code
    - Uniform Mechanical Code (UMC)
    - Uniform Plumbing Code (UPC)
    - Uniform Fire Code, NFPA 1
    - City amendments to the above codes
    - City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
    - City of Las Vegas Municipal Code Title 19 Zoning Code
- Accessibility Laws, Codes, Standards, and Guidelines:
    - Architectural Barriers Act
    - Rehabilitation Act
    - Americans with Disabilities Act (ADA)
    - Telecommunications Act (Section 255)
    - Rehabilitation Act Amendments
    - Access Board Guidelines
        - ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
        - Recreation Facilities Guidelines
        - Outdoor Developed Area Guidelines
        - Play Area Guidelines
        - Building Elements Designed for Children's Use
        - State and Local Government Facilities
        - Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
        - Electronic and Information Technology Accessibility Guidelines
- ANSI 117.1
- NRS 338.180.4 for building signage
- NRS 484.408 and City Municipal Code for parking signage
    - Consumer Product Safety Commission Handbook for Public Playground Safety
    - Utility Company Design Standards
- Las Vegas Valley Water District
- NV Energy
- CenturyLink
- Cox Communications
- Southwest Gas
- Republic Service of Southern Nevada
- Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
- Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks

- Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
- Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
- Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

**101 CITY RESPONSIBILITIES**

**101.1** The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

**101.2** The City shall provide the Consultant with:

**101.3** Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

**102 CONSULTANT RESPONSIBILITIES**

**102.1** ***SCOPE OF SERVICES.*** The Consultant shall provide the following scope of services, as more fully described below:

***102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES***

- Pre-Construction Procedures
- Construction Procedures
- Close-Out Procedures

***102.1.2 MATERIAL TESTING SERVICES***

- This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.
- If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.
- Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

**102.2 STAFFING REQUIREMENTS**

***102.2.1*** The Consultant shall provide the following minimum personnel for the services to be performed under this Contract. Reference the entire Contract for additional staffing requirements.

***102.2.2*** ***Construction Manager***. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.

***102.2.3*** Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

***102.2.4*** ***Construction Coordinator***. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:

***102.2.5*** A four year college degree in architecture, construction management or engineering discipline; or

***102.2.6*** Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or

***102.2.7*** An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

***102.2.8 Construction Inspector.*** The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

***102.2.9 Document Administrator.*** The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Contract. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

***102.2.10 Qualifications.*** The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

***102.2.11 Subconsultants.*** Services may be performed by subconsultants of the Consultant if the subconsultant is listed in Exhibit "F" Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

**102.3 EQUIPMENT REQUIREMENTS**

***102.3.1 Equipment.*** The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

- Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
- A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
- Computer and communications systems required to manage the Project.
- Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
- Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
- A library of reference standards applicable to the Project, see list above.

**102.4 Software**

- The Consultant's documentation shall, to the maximum extent possible, be prepared using MasterWorks software accessed via an Internet connection to the City system. No software purchase is required of the Consultant for this access and use.
- Where MasterWorks documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2018, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
- Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

**102.5 Photos.** The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

**103 CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES**

**103.1 DOCUMENT CONTROL**

***103.1.1 Document Setup & Review***. The Consultant shall:

- Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
- Setup the MasterWorks software, files, and forms in compliance with the City filing standards, enter in MasterWorks all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
- Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
- Perform a review of the Project documents and forward any review comments to the City Representative.
- Documents. Minimum documents to review include, as applicable to the Project:
    - Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
    - Geotechnical report and site survey.
    - Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
    - LEED points to achieve for new building construction.
    - Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.
    - Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
    - Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
    - Contractor's Traffic Control Plan.
    - Contractor's trench safety plans and competent person submittal for OSHA compliance.
    - National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
    - General Discharge Permit for Oil/Water Separators and Best Management Plan.
    - Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.
- Review. Minimum review of documents shall include:
    - A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
    - A review of the contractual terms to determine the requirements for contract administration and enforcement.
    - A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
    - A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
    - A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
    - A review of city furnished items for interface with the Contractor's work and schedule delivery.
    - A review of multiple owner construction contracts, if any, for coordination and interface.
    - Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
    - A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

***103.1.2*** ***Backups.*** The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of the MasterWorks database for the Project and each project document prepared and processed under this

CONTRACT, backed up no less frequently than daily, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this CONTRACT has been made.

***103.1.3*** ***Substitutions.*** The Consultant shall:

- Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into MasterWorks , reject or forward them to the City Representative and designer for review and approval.
- In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

***103.1.4*** ***Contractor Submittals.*** The Consultant shall:

- Prepare a master list of all contractually required submittals in MasterWorks and distribute copies.
- Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.
- Generate a submittal log in MasterWorks showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
- All submittals that are received in accordance with the Contract Documents shall be logged into MasterWorks and forwarded to the designer for review and approval or rejection.
- Re-Submittals shall be handled in the same manner as the original submittal.
- Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

**103.2 PROJECT CONTROL**

***103.2.1*** ***Meetings.*** The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.

***103.2.2*** ***Partnering Meetings***. Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

***103.2.3*** ***Material Deliveries.*** The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

**103.3 TIME AND BUDGET**

***103.3.1*** ***Preliminary Project Schedule***. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

***103.3.2*** ***Contractor Payment Format.*** The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

***103.3.3*** ***Project Status Reports***. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

## 104 CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

**104.1 DOCUMENT CONTROL**

***104.1.1*** The Consultant shall create and maintain in MasterWorks the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents

generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.

***104.1.2*** The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.

***104.1.3*** Prepare and maintain all documents required to meet regulations.

***104.1.4*** Use acid free paper for Project documents that will become the permanent record for the Project.

***104.1.5*** **Daily Reports**. The Consultant shall:

- Be responsible for producing, in MasterWorks and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
- Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.
- Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:
- Working and non-working hours on the Project site,
- The weather conditions and possible weather related delays,
- Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- Deliveries made and the quantity of each delivery,
- Equipment on site by model, and year if possible and whether it was active or idle,
- Inspections and tests conducted, including the station, offset and nearest cross street, and the amount of inspector time spent on site,
- Construction activities conducted and work completed including daily quantities,
- Traffic controls in place,
- Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
- Any accidents on site and in the general vicinity; safety concerns and actions taken,
- Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.
- Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in MasterWorks , detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

***104.1.6*** ***As-Builts.*** The Consultant shall:

- Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
- Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

***104.1.7*** ***Photographs.*** Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

***104.1.8*** ***Project Status Reporting.*** The Consultant shall:

- Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
- Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

**104.2 PROJECT CONTROL**

***104.2.1*** The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

***104.2.2 Authority.***

- The Consultant has the authority to:
- Issue Notices of Non-Compliance, after consultation with the City.
- Reject delivered non-compliant materials.
- Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
- Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
- ***The Consultant does not have the authority to:***
  - Sign Construction Change Directives.
  - Sign Construction Change Orders.
  - Sign the Certificate of Substantial Completion.
  - Revise the design or approve alternate materials.
  - Inspect any work other than that for which they are specifically certified.
  - Make public news releases or other information about the Project available to the public or news media.
  - Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.
- ***Meetings.*** The Consultant shall:
  - Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
  - Record all meeting minutes in MasterWorks and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
  - Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.
- ***Coordination***. The Consultant shall:
  - Coordinate with agencies and City staff on all aspects of the Project.
  - Keep agencies informed of the City's public information program.
  - Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.
  - Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.
  - Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.
  - Coordinate the activities of any environmental monitoring required for the Project.
  - Work with the Contractor to resolve coordination issues.
- ***Material Testing.*** The Consultant shall:
  - Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
  - Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
  - Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.
- ***Issues Management.*** The Consultant shall:
  - Track and analyze all Project issues, disputes, and claims. In MasterWorks link and attach all of the reference documents relating to each issue.
  - Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
  - Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.

- Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
- Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
- Monitor and respond to all traffic control issues.

- ***Notices of Potential Claim.*** The Consultant shall:
  - Forward any and all Notices of Potential Claim to the City Representative for review and record.
  - Develop a summary of events and submit it with the Notices of Potential Claim.
  - Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
  - Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.
- ***Communication.***
  - All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
  - All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
  - The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
  - The Consultant shall note in its Daily Report any verbal or written instructions given or received.

**104.3 INSPECTION**

***104.3.1*** ***General***. The Consultant shall:

- Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
- Verify that all materials match the approved submittals, upon delivery and prior to installation.
- Verify that the construction matches the dimensions in the Contract Documents.
- Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
- Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

***104.3.2*** ***Roadway.*** The Consultant shall ensure that:

- Utilities are marked.
- A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
- The Contractor provides someone to perform grade checking as they excavate or place borrow.
- After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.
- The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
- The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.

- The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
- The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
- The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
- The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
- The AC plant mix placement surface is compliant for required texture and tolerance.

***104.3.3 Traffic Control.*** The Consultant shall maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

***104.3.4***

***104.3.5 Concrete Structures.*** The Consultant shall ensure that:

- The Contractor submittals including mix designs have been approved prior to installation.
- The Pre-placement Inspections have been completed including:
- Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
- Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
- Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
- Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
- Embedments including location, size, and condition.
- Blockouts including location, size, and condition.
- The Placement Inspections have been completed including:
- Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
- Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
- Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
- Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
- The Post-Placement Inspections and Tests have been completed including:
- Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
- Shoring Removal including location, time of removal, and sequence of removal.
- Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78),

specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and nondestructive tests.

***104.3.6 Underground Utilities.*** The Consultant shall ensure that:

- The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
- The Contractor is delivering and installing materials that match the approved submittals.
- The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
- The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.
- The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

***104.3.7 On-Site Construction.*** In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:

- Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
- Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
- At a minimum, verify and measure the following items, if specified:
- Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
- Metal gauges of flashings, roofing, doors and frames.
- Exterior metal surfaces are galvanized including hollow metal doors and frames.
- Sheet metal backing is provided on sidewalls of exterior doorways.
- Exterior door hardware is stainless steel.
- Paint thicknesses and minimum number of coats.
- Wood door tops and bottoms are painted.
- Powder-coated painted surfaces are powder-coated.
- Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
- Wheelchair space concrete slab area next to the end of benches is provided.
- Five foot diameter clear space in every room for wheelchair turnaround.
- Thresholds and storefront window sills are set in mastic.
- That the roofing manufacturer's representative is present during installation and approves the installation.
- Ceramic tile joints align with structural joints, with sealant and backer rod.
- Six foot minimum clearance from top of totlot equipment to fabric shade.
- Concrete slabs slope to drains. Slabs recessed for floor finishes.
- THW cu wire is used for all exterior electrical.
- Exterior light poles have oversized handholes per city standards.
- Electrical clearances around installed gear meet code.
- Electrical circuit, panel, and equipment labeling meets city standards.

***104.3.8 Traffic Signals and Streetlights.*** The Consultant shall ensure that:

- The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
- Recurrent problems are not occurring, including:
- Foundations at the wrong elevation, location, orientation, or bolt size,
- Pull box lids incorrectly marked, street lighting,
- Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
- Traffic signal heads loose or turned, and

- Underground conduit size incorrect.
- The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
- Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
- Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

**104.4 TIME AND BUDGET**

***104.4.1 Contractor Payments***. The Consultant shall:

- Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
- Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
- In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
- Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
- Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

***104.4.2 Prevailing Wage Records.*** The Consultant shall:

- Review the Contractor's monthly prevailing wage records for completeness and accuracy.
- Notify the City Representative of any reported or discovered prevailing wage violations.
- Forward all reviewed prevailing wage records to the City for archiving.

***104.4.3 Quantities.*** The Consultant shall monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

***104.4.4 Change Orders.*** The Consultant shall:

- Create a Change Order Request (COR) log in MasterWorks ; receive and log all Contractor submitted CORs.
- Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
- Assist in the negotiations of Change Order pricing.
- Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
- Prepare the application form and present change orders before the City Change Order Committee for approval.
- Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
- In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
- Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

***104.4.5 Schedule Submittals.*** The Consultant shall:

- Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
- Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.

- Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

***104.4.6*** ***Schedule Reporting.*** The Consultant shall:

- Report all schedule changes to the City within ten working days.
- Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
- Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

***104.4.7*** ***As-built Schedule.*** The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

## 105 CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

### 105.1 DOCUMENT CONTROL

***105.1.1*** ***General.*** Provide a complete record of Project documentation to the City Representative for Project closeout.

***105.1.2*** ***Equipment Verification.*** The Consultant shall:

- Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
- Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
- Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

***105.1.3***

***105.1.4*** ***As-Builts.*** The Consultant shall:

- Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
- Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
- Delivery the coordinated set of as-builts to the City Representative.

***105.1.5*** ***Final Report and Delivery of Project Documentation.*** The Consultant shall:

- Prepare a final Project summary report.
- Complete the City's Contractor evaluation form.
- Deliver all electronic and MasterWorks files on computer disk (DVD) and hard copy. See Exhibit "B".
- Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
- Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
- Maintain copies of Project files for three years.

### 105.2 PROJECT CONTROL AND INSPECTION

***105.2.1*** Punchlists and Substantial Completion. The Consultant shall:

***105.2.2*** Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.

***105.2.3*** For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

***105.2.4*** Develop in MasterWorks a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.

***105.2.5*** Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in MasterWorks and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.

***105.2.6*** Observe and verify that all punchlist items are completed in accordance with the Contract Documents.

***105.2.7*** Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.

***105.2.8*** If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

**105.3 TIME AND BUDGET**

**105.4** ***Claims.*** The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

**105.5** ***Permits.*** The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

**105.6** ***Final Quantities.*** The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

**105.7** ***Withholding.*** The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

**105.8** ***Liquidated Damages.*** The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

***105.8.1 On-Site Work:***

- Section 01700, Work Required Complete Prior to Substantial Completion
- Section 01700, Punchlist Completion

***105.8.2 Right-of-Way Work:***

- Section 108, Punchlist Completion
- Section 624, Traffic Control Plan Deficiency - Maintenance
- Section 624, Traffic Control Plan Deficiency - Safety
- Section 623, LVACTS/FAST Cable Damages

***105.8.3 Final Payment.*** The Consultant shall:

- Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- Certificate of Substantial Completion
- Consent of Surety to Final Payment
- Consent of Surety and Increase of Penalty
- Affidavit of Payment of Debt and Claims
- And for particular projects as applicable:
- Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- State Engineer Dam Safety Permission to Impound submittal package.
- Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.
- Obtain the Final Payment approval from the City Representative.

**106 MATERIAL TESTING SERVICES**

**106.1 GENERAL**

- The Consultant shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.

- All terms and conditions contained in the Construction Management as Agent Services section of this Contract also apply to the Material Testing Services and personnel.
- Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

**106.2 DOCUMENTATION**

- The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.
- The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:
- Time beginning inspection and testing
- Time ending inspection and testing
- Total man-hours for each pay rate spent for each day
- Tests or inspections performed and document the station, offset and nearest cross street location
- Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work
- The Consultant shall immediately report to the City Representative verbally and in writing any:
- Testing or inspection that fails specifications or requirements.
- Missed testing or inspections.
- Testing where there is a reasonable doubt that the future test results may not meet the specifications.
- Construction that proceeds without the required testing or inspection.
- Construction that proceeds after uncorrected failed test results or doubtful future results.
- Construction that is not in compliance with the Contract Documents.
- Structural failure or collapse.
- Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

**106.3 SAMPLING AND TESTING CRITERIA**

***106.3.1 FIELD TESTING***

- The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.
- The Consultant shall review and maintain field-testing data and reports for contract compliance.

***106.3.2 LABORATORY TESTING***

- The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
- The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

***106.3.3 LABORATORY TEST RESULTS***

- ***Soil Tests***
  - The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.
  - The Consultant shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
  - The Consultant shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.

- The Consultant shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.
- The Consultant shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
- The Consultant shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
- The Consultant shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.

- ***Concrete Tests***
  - The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
  - The Consultant shall prepare a minimum of 4 test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.
- ***Asphaltic Concrete Tests***
  - The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
  - The Consultants shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
  - The Consultant shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
  - The Consultant shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
  - The Consultant shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the Project site.

***106.3.4*** ***Testing Requirements.*** The following requirements for quality assurance material testing and control can be downloaded at https://lasvegasnevada.gov/Government/Departments/Public-Works/City-Engineering and are considered the basis for materials testing fees for this contract. Actual testing frequencies may vary based on direction from the City's representative.

**106.4 CLOSE-OUT**

- The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada Professional Engineer.
- The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

**END OF EXHIBIT "A"**

# EXHIBIT B
# REQUIRED SUBMITTALS

**200 SUBMITTALS**

**200.1 GENERAL**

**200.2** For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Contract and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

**200.3** All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

**200.4 PRE-CONSTRUCTION**

- The Consultant shall provide the following:
- Resumes for each staff person assigned to the Project for City approval.
- Consultant's policy and procedure manual for construction management for City approval.
- Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
- The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
- List of deferred submittals.

**200.5 CONSTRUCTION PHASE – MONTHLY INVOICES**

***200.5.1*** **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

- A narrative report of the monthly activities and progress.
- Consultant's daily photographs of construction activities.
- Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

***200.5.2*** ***Contractor's Payment Request.*** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

- Prevailing wage records.
- Contractor's photographs of construction activities.
- Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.
- Consultant's monthly written analysis report of the Contractor's monthly update schedule.

**200.6 CLOSE-OUT PHASE – FINAL PAYMENT**

***200.6.1*** ***Consultant's Invoice***. Together with the Consultant's invoice for final payment, or upon termination of this Contract for any reason, provide:

- *Report.* A final Project summary report.
- *Daily Reports.* The Consultant's Daily Reports, with original signature of the Consultant.
- *Photographs.* The Consultant's daily photographs, labeled and dated.
- *As-Builts.* The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

- Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, MasterWorks software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.
- Provide electronic files in the original software format (MS Word, Excel, etc.).
- Provide pdf or tif electronic files of all fully executed signature documents.
- Provide electronic copies of all Paper Files referenced in the following paragraph.
- Paper Files. All original documents relating to the Project produced during the term of this Contract, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.
- *Evaluation Form.* The completed City's Contractor evaluation form.

***200.6.2 Contractor's Final Payment Request.*** Together with forwarding the Contractor's final payment request, provide copies of the following documents:

- Certificate of Substantial Completion
- Consent of Surety to Final Payment
- Consent of Surety and Increase of Penalty
- Affidavit of Payment of Debt and Claims
- And for particular projects as applicable:
- Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- State Engineer Dam Safety Permission to Impound submittal package.

**END OF EXHIBIT "B"**

# EXHIBIT C
# PERFORMANCE SCHEDULE

**300 SCHEDULE**

**301 GENERAL**

**301.1** For the services set forth in Exhibit "A" (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Contract.

**301.2** The Scope of Service and compensation set forth in this Contract are based upon the Consultant and the City each performing its responsibilities in a timely manner.

**302 LATE AND EARLY COMPLETION**

**302.1** The anticipated construction start date of the Project is March 15, 2021 with an anticipated construction term of 365 calendar days for the Contractor to achieve Substantial Completion of the Project.

**302.2** If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Contract.

**302.3** If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in Exhibit "D" (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in Exhibit "D" in accordance with the rates in Exhibit "E" (Additional Compensation).

**302.4** The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

**END OF EXHIBIT "C"**

# EXHIBIT D
# FEE BREAKDOWN

**400 BREAKDOWN**

**401 TOTAL COMPENSATION**

**401.1** The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed $796,214.12. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

**402 BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST**

***402.1.1*** The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of **3.17**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

| CONSTRUCTION MANAGEMENT AS AGENT SERVICES | | REMARKS |
|---|---|---|
| TOTAL NOT-TO-EXCEED COST | $746,214.12 | |

***402.1.2*** The following Basic Services Worksheet Exhibit D-1 table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the rates established in Exhibit "E". Although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Contract and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Contract. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable, or otherwise negotiated prior to performance.

The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

***402.1.3*** An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Contract.

**Exhibit D-1**
**Basic Services Worksheet**

| | Hourly Rate | Month Number | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | Total Hours | Project Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Month | | | | | | | | | | | | | | | | |
| Construction Project Manager | $ 84.51 | Hours Per Month | 86 | 120 | 160 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 150 | 50 | 2,150 | $181,696.50 |
| Construction Inspector | $ 117.30 | Hours Per Month | 20 | 100 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 140 | 40 | 2,060 | $241,638.00 |
| Construction Inspector | $ 115.69 | Hours Per Month | 0 | 100 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 176 | 150 | 30 | 2,040 | $236,007.60 |
| Construction Administrative Assistant | $ 67.49 | Hours Per Month | 90 | 160 | 160 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 160 | 160 | 80 | 80 | 1,450 | $97,860.50 |
| | | | | | | | | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | | | | | | | | 0 | $0.00 |
| **Labor Subtotal** | | | $ 15,688 | $ 44,239 | $ 65,326 | $ 61,279 | $ 61,279 | $ 61,279 | $ 61,279 | $ 61,279 | $ 61,279 | $ 61,279 | $ 66,678 | $ 66,678 | $ 51,651 | $ 17,767 | | $767,202.60 |
| Field Office | Per Month | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | | $7,420.00 |
| Mobilization / Demobilization | Lump Sum | $2,600 | | | | | | | | | | | | | | $2,600 | | $5,200.00 |
| | | | | | | | | | | | | | | | | | | |
| **Facilities Subtotal** | | | $3,130 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $530 | $3,130 | | $12,620.00 |
| Materials Testing (Field) | Per Month | | $6,500 | $6,500 | $6,500 | $8,000 | $8,000 | $8,000 | $8,000 | $8,000 | $8,000 | $8,000 | $7,500 | $6,500 | | | | $81,500.00 |
| Material Testing (Lab) | Per Month | | $6,000 | $7,000 | $7,000 | $7,000 | $7,000 | $7,000 | $7,000 | $7,000 | $7,000 | $7,000 | $7,000 | $6,000 | | | | $73,000.00 |
| | | | | | | | | | | | | | | | | | | |
| **Testing Subtotal** | | | $0 | $12,500 | $13,500 | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 | $14,500 | $12,500 | $0 | $0 | | $154,500.00 |
| **TOTAL** | Per Month | | $18,818 | $57,269 | $78,356 | $74,809 | $76,809 | $76,809 | $76,809 | $76,809 | $76,809 | $76,809 | $81,706 | $79,708 | $52,381 | $20,917 | | $924,322.60 |
| | Running Total | | $18,818 | $76,087 | $154,443 | $229,252 | $306,061 | $382,870 | $459,679 | $536,488 | $613,297 | $689,607 | $771,316 | $851,024 | $903,405 | $924,323 | | |

**EXAMPLE**
**Insert Your Project Worksheet D-1 for Estimating Basic Services Here**

**403 ADDITIONAL SERVICES ALLOWANCE**

**403.1** A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

**403.2** Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

**403.3** The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Multiplier established in Exhibit D, Section 400.2 and the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

**403.4** Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

**403.5** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

| **ADDITIONAL SERVICES ALLOWANCE** | | **ALLOWED SERVICES** |
|---|---|---|
| **TOTAL NOT-TO-EXCEED COST** | $50,000 | For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities. |

**END OF EXHIBIT "D"**

# EXHIBIT E
# COMPENSATION

## 500 CONSULTANT HOURLY RATES

**500.1** The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

## 501 ADDITIONAL SERVICES RATES

**501.1** The cost of the following services and facilities have been negotiated as of the date of this Contract.

| **CLASSIFICATION** (see Exhibit "F" Key Personnel for personnel names) | **MAXIMUM HOURLY RATE** |
|---|---|
| Senior Project Manager | $221.90 |
| Construction Manager | $190.20 |
| Inspector IV | $190.20 |
| Scheduler | $126.80 |
| Document Administrator | $ 85.59 |

**501.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Contract.**

| | |
|---|---|
| See attached quote from GES | |
| | |
| | |

**501.3** These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

**501.4** For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

**501.5** The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic

Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

## 502 REIMBURSABLE EXPENSES

**502.1** The following Reimbursable Expenses are allowed:

| REIMBURSABLE EXPENSE |
|---|
| None authorized or anticipated as of the date of this Contract. |
| |
| |

**502.2** For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

**502.3** Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

**502.4** If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

**502.5** Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

**502.6** Should travel and per diem expenses be so authorized by the City:

***502.6.1*** Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

***502.6.2*** Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

***502.6.3*** Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

***502.6.4*** Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

**END OF EXHIBIT "E"**

# EXHIBIT F
# KEY PERSONNEL LIST

**600 CITY PERSONNEL**

**600.1 CITY REPRESENTATIVE**: Christopher Plutte, P.E.

**600.2 CITY REPRESENTATIVE'S SUPERVISOR: Tom Hayes, P.E.**

**601 CONSULTANT'S PROJECT STAFF**

**601.1** The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

***601.1.a*** **CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Brent Moser**

***601.1.b*** **CONSULTANT REPRESENTATIVE'S SUPERVISOR: Robert Hosea**

***601.1.c*** **CONSTRUCTION COORDINATOR: Rick Armfield**

***601.1.d*** **CONSTRUCTION INSPECTOR: Richard Anderson or Steve Pool**

***601.1.e*** **DOCUMENT ADMINISTRATOR: Tiffani Gulbransen**

***601.1.f*** **OTHER PERSONNEL: Craig O'Donnell**

***601.1.g*** **RESPONSIBLE IN CHARGE PERSON***: **Brent Moser**
*Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff

List name of individual Architect, individual Engineer, or Contractor company name as licensed:

List Architect, Engineer, or Contractor license number: 009906

**602 CONSULTANT'S SUBCONSULTANTS**

**602.1** MATERIAL TESTING: Geotechnical & Environmental Services, Inc (GES)

**602.2** ENVIRONMENTAL MONITORING: N/A

**602.3** CIVIL ENGINEER: N/A

**602.4** STRUCTURAL ENGINEER: N/A

**602.5** MECHANICAL ENGINEER: N/A

**602.6** ELECTRICAL ENGINEER: N/A

**602.7** LANDSCAPE DESIGN: N/A

**602.8** COST ESTIMATOR: N/A

**602.9** GEOTECHNICAL ENGINEER: N/A

**602.10** LAND SURVEYOR**:** N/A

**END OF EXHIBIT "F"**

# EXHIBIT G
# EXAMPLE INVOICE

**Project Name:**
**Project Number**
**Invoice Number**
**Invoice Date:**

**Consultant:**
**Consultant Rep:**
**Consultant Phone:**
**CLV Project Manager:**
**CLV Program Manager:**

| Task | Description | Amount of Task | Amount Billed this Period | Amount Previoisly Billed | Amount Billed to Date | Amount Remaining | Percent Billed this Period | Percent Billed to Date | Percent Funds Remaining |
|---|---|---|---|---|---|---|---|---|---|
| 105.1.3 | 100% Final (Mylar) Submittal | | | | $0.00 | $0.00 | | | |
| 0 | 0 | | | | $0.00 | $0.00 | | | |
| **106** | **BID PHASE** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | | | |
| 106.1 | Pre-Bid Conference | | | | $0.00 | $0.00 | | | |
| 106.2 | Bid Requests and Responses | | | | $0.00 | $0.00 | | | |
| 106.3 | Bid Opening | | | | $0.00 | $0.00 | | | |
| 106.4 | 0 | | | | $0.00 | $0.00 | | | |
| **107** | **CONSTRUCTION PHASE** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | | | |
| 107.1 | Pre-Construction Meeting | | | | $0.00 | $0.00 | | | |
| 107.2 | Submittal Review | | | | $0.00 | $0.00 | | | |
| 107.3 | Construction Support Services | | | | $0.00 | $0.00 | | | |
| 107.4 | 0 | | | | $0.00 | $0.00 | | | |
| **108** | **POST CONSTRUCTION PHASE** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | | | |
| 108.1 | Record Drawings | | | | $0.00 | $0.00 | | | |
| 108.2 | 0 | | | | $0.00 | $0.00 | | | |
| 108.3 | 0 | | | | $0.00 | $0.00 | | | |
| 108.4 | 0 | | | | $0.00 | $0.00 | | | |
| 108.5 | 0 | | | | $0.00 | $0.00 | | | |
| | **Not-to-Exceed Total Basic Services Fee** | **$0.00** | **$0.00** | | | | | | |

| | Additional Services Allowance: | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **ASR#** | **Total Additional Services Authorized** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | | | |
| 1 | 0 | | | | | $0.00 | | | |
| 2 | 0 | | | | | $0.00 | | | |
| 3 | 0 | | | | | $0.00 | | | |
| 4 | 0 | | | | | $0.00 | | | |
| 5 | 0 | | | | | $0.00 | | | |
| 6 | 0 | | | | | $0.00 | | | |
| 7 | 0 | | | | | $0.00 | | | |
| 8 | 0 | | | | | $0.00 | | | |
| 9 | 0 | | | | | $0.00 | | | |
| 10 | 0 | | | | | $0.00 | | | |
| | **Total Billed This Invoice:** | | **$0.00** | | | | | | |

| | Total Billed to date | Total Remaining | Percent Remaining |
|---|---|---|---|
| **Basic Services:** | 0.00 | $0.00 | |
| **Authorized Additional Services:** | 0.00 | $0.00 | |
| **Additional Services Remaining:** | | $0.00 | |

**Total Base Services Due this Invoice: $0.00**

**Total Additional Services Billed to Date $0.00**

**TOTAL AMOUNT OF INVOICE $0.00**

CONTRACT NO.:

Page 2 of 2

**Project Name:**
**Project Number:**
**Consultant**
**Invoice Number:**
**Invoice Date:**

**DIRECT LABOR COSTS**

| NAME | TITLE | HOURS | RATE | TOTAL |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |

# EXHIBIT H
# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

## CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

*"City"* means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

| **Block 1: Contracting Entity** | **Block 2: Description / Subject Matter of Contract** |
|---|---|
| **Name:** VTN Nevada | **Services for:** CM on the Sewer Rehab Group G |
| **Address:** 2727 South Rainbow Blvd.<br>Las Vegas, NV 89 | |
| **Telephone:** 702-873-7550 | **Project Number:** |
| **EIN or DUNS :** 88-0087383 | |

**Block 3: Type of Business**

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

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1. | Gene D. Krametbauer/President | 2727 South Rainbow Blvd. | 702-873-7550 |
| 2. | David L. Edwards/Secretary | 2727 South Rainbow Blvd. | 702-873-7550 |
| 3. | Robert C. Hosea, III/Treasurer | 2727 South Rainbow Blvd. | 702-873-7550 |
| 4. | Anthony Zicari/Principal | 2727 South Rainbow Blvd. | 702-873-7550 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Gene D Krametbauer
Name

2/09/2021
Date

Subscribed and sworn to before me this 9th day of February, 2021

Tiffani Louise Gulbransen
Notary Public

TIFFANI LOUISE GULBRANSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-0315-01
MY APPT. EXPIRES JANUARY 21, 2024

## CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

**1. Definitions**

*"City"* means the City of Las Vegas.

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

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

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

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## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Gene D Krametbauer
Name

2/09/2021
Date

Subscribed and sworn to before me this 9th day of February, 2021

Tiffani Louise Gulbransen
Notary Public

TIFFANI LOUISE GULBRANSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-0315-01
MY APPT. EXPIRES JANUARY 21, 2024

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**14**

**DEPARTMENT: Finance** **CONSENT**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
For possible action to approve award of Contract No. 210192-HM, Blanket Designated Services Contract for Mechanical, Plumbing and Electrical Services - Department of Public Works - Award recommended to: HENDERSON ENGINEERS, INC. (Not-to-Exceed $200,000 - Various Funds) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: Not-to-Exceed $200,000
Funding Source: Various Funds
Dept./Division: Public Works

**PURPOSE/BACKGROUND:**
The consultant will provide professional mechanical, plumbing and electrical services in support of various civil projects on a task order basis for a two (2) year contract term with no renewal options. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Henderson Engineers, Inc. has an office located in Las Vegas, Nevada.

**RECOMMENDATION:**
Approve as recommended with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

**BACKUP DOCUMENTATION:**
1. Contract No. 210192-HM
2. Certificate - Disclosure of Ownership and Principals

# BLANKET DESIGNATED SERVICES CONTRACT
# FOR
# MECHANICAL, PLUMBING & ELECTRICAL SERVICES

**THIS CONTRACT** is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **HENDERSON ENGINEERS**, **INC**. (the "Consultant"), **a Corporation** (CORP), whose address is **8311 West Sunset Road, Suite 240, Las Vegas, Nevada 89113**

**W I T N E S S E T H:**

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, with respect to each project, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires the Consultant to control and have no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.1) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

## 1.0 CONSULTANT RESPONSIBILITIES

**1.1 Definition.** A "***Project Task Order***" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

**1.2 Issuance.** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

**1.3 Services.** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. For the compensation set forth in

Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

**1.4** ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

**1.5** ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

**1.6** ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

**1.7** ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

**1.8** ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

**1.9** ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

**1.10** ***Responsibility for Construction Document Revisions***

**1.10.1** ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

**1.10.2** ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

## 2.0 CITY RESPONSIBILITIES

**2.1** ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

**2.2** ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.3** ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

**2.4** ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

## 3.0 CHANGES TO CONSULTANT'S SERVICES

**3.1** ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

**3.2** ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

## 4.0 ADDITIONAL SERVICES OF CONSULTANT

**4.1** ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

**4.2** ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

## 5.0 *SUBCONSULTANT CONTRACT*

**5.1** ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

**5.1.1** the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

**5.1.2** the subconsultant shall have no more rights against the City than that of the Consultant,

**5.1.3** the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

**5.1.4** unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

## 6.0 TERM OF CONTRACT

**6.1** ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for **TWO-YEARS** from the date of approval unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

**6.2** ***Task Orders***. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

**6.3** ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the

time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

**6.4** ***Renewals***. **NO RENEWALS PERIODS** beyond the initial term in 6.1.

## 7.0 COMPENSATION AND TERMS OF PAYMENT

**7.1** ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

**7.2** ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

**7.3** ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

**7.4** ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

**7.5** **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

**7.6** ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all

rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

**7.7** ***Final Payment***. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

## 8.0 PERFORMANCE SCHEDULE

**8.1** ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, Exhibit "C" attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

## 9.0 AUDIT: ACCESS TO RECORDS

**9.1** ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.2** ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

**9.3** ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.4** ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

**10.0 MISCELLANEOUS PROVISIONS**

**10.1** ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

**10.1.1** the Consultant was not a contributing cause for the suspension,
**10.1.2** the Consultant has not received an equitable adjustment under another provision of this Contract, and
**10.1.3** the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

**10.2** ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

**10.3** ***Termination for Cause or Other Resolution.***

**10.3.1** ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

**10.3.1.1** defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

**10.3.1.2** (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

**10.3.1.3** allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

**10.3.2** ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

**10.3.2.1** terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

**10.3.2.2** terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

**10.3.2.3** In the event that the City elects to implement 10.3.1.2(i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

**10.4** ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

**10.4.1** ***Delivery of Documents.***

**10.4.1.1** In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

**10.4.1.2** In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

**10.4.2** ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

**10.4.3** ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

**10.5** ***Insurance***

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

**10.5.1** ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. <u>The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.</u>

**10.5.2** ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. <u>The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.</u>

**10.5.3** ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

**10.5.4** ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

**10.5.5** The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

**10.5.6** All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

**10.5.7** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

**10.5.8** All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention excluding Professional Liability may exceed fifty thousand ($50,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability or self-insured retention shall not exceed fifty thousand ($50,000) without the prior written approval of the City.

**10.5.9** **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

**10.5.10** If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

**10.5.11** Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

**10.5.12** The Consultant is encouraged to purchase any additional insurance it deems necessary.

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

**10.5.14** ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

**10.6** ***Indemnity***

**10.6.1** ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

**10.6.2** ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

**10.7** ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.8** ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

**10.9** ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

**10.9.1** it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

**10.9.2** it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

**10.9.3** its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

**10.9.4** it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

**10.10** ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

**10.11** ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12** ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

*Compliance with Laws.* The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.13** ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

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

**10.14** **Severability.** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

**10.15** ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

**10.15.1** ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

**10.15.2** ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the

expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

**10.15.3** ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

**10.16** ***Site Inspection.*** The Consultant represents that, prior to executing each Project Task Order, it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17** ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

**10.18** ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

**10.19** ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10.20** ***Claim or Dispute Resolution***

**10.20.1** ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

**10.20.2** ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

**10.20.3** ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

**10.20.4** ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

**10.21** ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

**10.22** **Calendar Day.** All references in this Contract to days are to calendar days unless otherwise indicated.

**10.23** **Exhibits.** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

**10.24** **Counterparts; Electronic Delivery**. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**10.25 Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

**CITY OF LAS VEGAS**

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

**HENDERSON ENGINEERS, INC.**

By: Jason Zoeller 3/22/21
Jason Zoeller, Principal

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 3/17/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

# LIST OF EXHIBITS *

**EXHIBIT " A "  SCOPE OF SERVICES**

**EXHIBIT " B "  REQUIRED SUBMITTALS**

**EXHIBIT " C "  PERFORMANCE SCHEDULE**

**EXHIBIT " D "  FEE BREAKDOWN**

**EXHIBIT " E "  COMPENSATION**

**EXHIBIT " F "  KEY PERSONNEL LIST**

**EXHIBIT " G "  CERTIFICATE OF DISCLOSURE**

**EXHIBIT " H "  PROJECT TASK ORDER**

*** Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.**

# EXHIBIT A
# SCOPE OF SERVICES

## 100 GENERAL

**100.1** The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

***100.1.1*** If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

**100.2** The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:

**Mechanical, Plumbing & Electrical Services**

***100.2.1*** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

**100.3** Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

**100.4** Project Management Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

***100.4.1*** The City shall provide:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

***100.4.2*** The Consultant shall provide:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.

**100.5** Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

**100.6** ***Photos***. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of the Task Order. Photographs of the Project taken by the Consultant after final Consultant payment for the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

**END OF EXHIBIT "A"**

# EXHIBIT B
# REQUIRED SUBMITTALS

## 200 GENERAL

**200.1** The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

**200.2** Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

**200.3** All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

**200.4** It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

**END OF EXHIBIT "B"**

# EXHIBIT C
# PERFORMANCE SCHEDULE

**300 GENERAL**

**301 TASK ORDER**. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

**END OF EXHIBIT "C"**

# EXHIBIT D
# FEE BREAKDOWN

**400 GENERAL**

**400.1** The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

**400.2** The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$200,000**.

**401 PAYMENT**

**401.1** The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of **2.88**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

**401.2** Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

**401.3** The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

**END OF EXHIBIT "D"**

# EXHIBIT E
# COMPENSATION

## 500 CONSULTANT HOURLY RATES

**500.1** The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

| CLASSIFICATION | MAXIMUM HOURLY RATE |
|---|---|
| Principal | $75 |
| Project Manager | $45 |
| Engineer/Designer I | $40 |
| Engineer/Designer II | $45 |
| Engineer/Designer III | $50 |
| Document Administrator | $25 |

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

## 501 ADDITIONAL SERVICES RATES

**501.1** The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

| ADDITIONAL SERVICE | SUBMITTALS | SCHEDULE IMPACT | NOT-TO-EXCEED |
|---|---|---|---|
| None authorized or anticipated as of the date of this Contract. | | | $0 |
| | | | $0 |
| | | | $0 |

**501.2** These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

**501.3** For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

**501.4** The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

## 502 REIMBURSABLE EXPENSES

**502.1** The following Reimbursable Expenses are allowed:

| REIMBURSABLE EXPENSE |
|---|
| None authorized or anticipated as of the date of this Contract. |
| |
| |

**502.2** For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

**502.3** Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

**502.4** If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

**502.5** Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

**502.6** Should travel and per diem expenses be so authorized by the City:

***502.6.1*** Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

***502.6.2*** Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

***502.6.3*** Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

***502.6.4*** Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

**END OF EXHIBIT "E"**

# EXHIBIT F
# KEY PERSONNEL LIST

**600 CITY PERSONNEL**

**600.1 CITY REPRESENTATIVE**: Jeremy Leavitt, P.E., Engineering Program Manager

**600.2 CITY REPRESENTATIVE'S SUPERVISOR:** Steve Ford, P.E., City Engineer

**600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER:** As stated in each Project Task Order.

**601 CONSULTANT'S PROJECT STAFF**

**601.1** Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

***601.1.a*** **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Jason Zoeller

***601.1.b*** **RESPONSIBLE IN CHARGE PERSON**: Jason Zoeller

***601.1.c*** **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER:** NV 19231

***601.1.d*** **PROJECT MANAGER:** Keaton Frerker

***601.1.e*** **TECHNICIAN/CADD:** N/A

***601.1.f*** **CLERICAL:** Amy Ferrari

**601.2 CONSULTANT'S SUBCONSULTANTS**

***601.2.a*** Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

***None.*** All work to be performed by Consultant employees.

**END OF EXHIBIT "F"**

# EXHIBIT "G"
# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

*"City"* means the City of Las Vegas.

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

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

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

**2. Policy**

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

**4. Incorporation**

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

| **Block 1: Contracting Entity** | |
|---|---|
| **Name: HENDERSON ENGINEERS, INC.** | |
| **Address:** 8345 LENEXA DRIVE, SUITE 300 | **City / ST / Zip: LENEXA, KS 66214** |
| **Telephone:** 913-742-5000 | **EIN or DUNS :** 43-1187909 |
| **Block 2: Description / Subject Matter of Contract** | |
| **Services for:** Mechanical, Electrical & Plumbing | **Project Number:** |

**Block 3:** **Type of Business**

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)**

**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1 | Rich Smith | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 2 | Dave Haake | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 3 | Phil Miller | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 4 | Shane Lutz | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 5 | Mike McCluskey | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 6 | Drew Rimmer | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 7 | Dana Kettle | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 8 | Vince Masilionis | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 9 | John Kaloupek | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 10 | Patrick Mills | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

**Contracting Party Certification** ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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

Signature

3-2-21
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 2nd day of March, 2021 by Jason David Zoeller

Notary Signature

KAITLYN NOEL VITTORINO
Notary Public, State of Nevada
No. 18-2990-1
My Appt. Exp. June 27, 2023

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)**

**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 11 | Darrell Stein | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 12 | Kevin Lewis | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 13 | Dustin Schafer | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 14 | Jason Wollum | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 15 | Julie Pierce | 1801 MAIN STREET, KANSAS CITY, MO 64108 | 816-663-8700 |
| 16 | Sean Eisler | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 17 | Andrew Knight | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 18 | Tony Welter | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 19 | Robin Broder | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 20 | Chris Culp | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 21 | Marcus Sanchez | 5343 N 16TH STREET, SUITE 460, PHOENIX, AZ 85016 | 602-336-5200 |

**END OF EXHIBIT "G"**

# EXHIBIT "H"
# PROJECT TASK ORDER

**Number H- ___**

# FOR
# MATERIAL TESTING AND SPECIAL INSPECTION

| | |
|---|---|
| Blanket Services Contract Name: | |
| Consultant Name: | |
| Contract Services Listed: | |
| Contract/Option Period From: | To |
| Contract/Option Year Not-to-Exceed Fee: | $ |
| Aggregate Task Order value for current option year (prior to this Task Order): | $ |
| Amount of this Task Order | $ |
| Contract amount remaining after this Task Order: | $ |

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

| | |
|---|---|
| Project Name: | |
| Location: | |
| Description: | |
| Construction Cost Budget: | $ |

**The parties do hereby agree to the follow terms and conditions for this Project Task Order:**

## Section A – Scope of Services

**1000 SCOPE OF THE PROJECT**

**1000.1** Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H-_-1**". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

***1000.1.1*** **SCOPE OF PROJECT**. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____

As shown on the attachment to this Exhibit, titled _____

***1000.1.2*** **SCOPE OF SERVICES.**

**- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE - - - - -**

**PROJECT MANAGEMENT**

**1000.2** ***MasterWorks Software***. Upon City request, Consultant shall utilize the City's online project management software (MASTERWORKS) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

***1000.2.1*** ***City shall provide***:

- A limited training manual for the MASTERWORKS software and a maximum of two hours of MASTERWORKS software training for up to four people at the City's offices.
- The cost of any software licenses required by the MASTERWORKS software manufacturer or distributor.
- User accounts for Consultant's access to the MASTERWORKS software.

***1000.2.2*** ***Consultant shall provide***:

- Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MASTERWORKS software.
- Documents approved in the MASTERWORKS software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MASTERWORKS software to provide approvals, and no excuse will be entertained by the City for unauthorized MASTERWORKS software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MASTERWORKS approvals, upon City request.

**ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT**

**CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET**

**DO NOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.**

**NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.**

**END OF SECTION "A"**

# Section B – Required Submittals

## 2000 SUBMITTALS

**2000.1** In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

**- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE - - - - -**

**2000.2** All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

**2000.3** Submittals to regulatory agencies shall be as required for each agency.

**2000.4** It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

**END OF SECTION "B"**

# Section C – Performance Schedule

**3000.1** For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

***3000.1.1*** The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

***3000.1.2*** The maximum allowed time to complete each portion of the work is as follows:

| BY PHASE | CALENDAR DAYS TO COMPLETE | REMARKS |
|---|---|---|
| Programming and Conceptual Design | 00 | Includes 2 week City review period. |
| Schematic Design | 00 | Includes 2 week City review period. |
| Design Development | 00 | Includes 1 week City review period. |
| Construction Documents | 00 | City review is concurrent with drawings. |
| Bidding | | City determined. |
| Construction | | City determined. |
| Post Construction | | City determined. |
| **TOTAL** | **0** | |

***OR - - - - - DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER - - - - -***

| BY TASK | CALENDAR DAYS TO COMPLETE | REMARKS |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL** | **0** | |

**END OF SECTION "C"**

# Section D – Fee Breakdown

## 4000 COMPENSATION

**4000.1** The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

**- - - SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS - - -**

## 4001 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services).

| PHASE | PERCENT of TOTAL | NOT-TO-EXCEED FEE | REMARKS |
|---|---|---|---|
| Programming and Conceptual Design | % | $0.00 | |
| Schematic Design | % | $0.00 | |
| Design Development | % | $0.00 | |
| Construction Documents | % | $0.00 | |
| Bidding | % | $0.00 | |
| Construction | % | $0.00 | |
| Post Construction | % | $0.00 | |
| | **TOTAL** | $0.00 | |

**OR - - - - - (DELETE METHODS NOT USED) - - - - -**

## 4001.1 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

| DELIVERABLE | NOT-TO-EXCEED FEE | REMARKS |
|---|---|---|
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| TOTAL | $0.00 | |

**OR - - - - - (DELETE METHODS NOT USED) - - - - -**

**4001.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS**

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

| TASK | QUANTITY | UNIT PRICE | UNIT | ESTIMATED COST |
|---|---|---|---|---|
| | | $0.00 | Per | $0.00 |
| | | $0.00 | Per | $0.00 |
| | | $0.00 | Per | $0.00 |
| | | $0.00 | Per | $0.00 |
| | | $0.00 | Per | $0.00 |
| | | $0.00 | Per | $0.00 |
| | | $0.00 | Per | $0.00 |
| | | | TOTAL | $0.00 |

**OR - - - - - (DELETE METHODS NOT USED) - - - - -**

**4001.3 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS**

The City agrees to pay the fixed fee unit price attributable to each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee unit price shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

A Total Not-To-Exceed Cost for Completion of Tasks is hereby established as set forth below. The quantity of tasks will be determined and pre-authorized in writing to the Consultant by the City Representative over the course of the Project, including adjustments of the estimated quantity of units between line-item tasks, without the need to amend this Contract up to the Total Not-To-Exceed Cost. Fees for additional tasks not described in this Section "D" (Fee Breakdown) may be negotiated over the course of the Project and utilized as part of the Total Not-To-Exceed Cost for Completion of Tasks without amending this Contract. Tasks performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost for Completion of Tasks shall not be obligated for compensation.

Increases to the Total Not-To-Exceed Cost for Completion of Tasks may only be authorized by amendment or change order to this Contract. Amendments or change orders to this Contract must be in writing and signed by both parties prior to the performance of any service resulting in an increase to this Total Not-To-Exceed Cost for Completion of Tasks.

| TASK | FIXED FEE UNIT PRICE | UNIT | ESTIMATED QUANTITY OF UNITS | ESTIMATED COST | REMARKS |
|---|---|---|---|---|---|
| | $ | Per | 1 | $ | |
| | $ | Per | 1 | $ | |
| | $ | Per | 1 | $ | |
| | $ | Per | 1 | $ | |
| | $ | Per | 1 | $ | |
| **TOTAL NOT-TO-EXCEED COST** | | | | **$** | |

**OR - - - - - (DELETE METHODS NOT USED) - - - - -**

**4001.4 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES**

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract. **The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.**

| SERVICE | NOT-TO-EXCEED COST | REMARKS |
|---|---|---|
| Special Inspection and Materials Testing | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| **TOTAL NOT TO EXCEED COST** | $0.00 | |

**4001.5** The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

## 4002 ALLOWANCE FOR ADDITIONAL SERVICES

**4002.1** A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

**4002.2** Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

**4002.3** The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

**4002.4** Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

**4002.5** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

| ADDITIONAL SERVICES ALLOWANCE | | ALLOWED SERVICES |
|---|---|---|
| TOTAL NOT-TO-EXCEED COST | $0 | Material Testing and Special Inspection |

**END OF SECTION "D"**

# Section E – Additional Compensation

**5000 RATES AND REIMBURSABLES**

**5000.1** ***Consultant Hourly Rates***: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

**5000.2** ***Additional Services Rates:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

**5000.3** ***Reimbursable Expenses:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

## Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

**- - - - - - THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. - - - - - - -**

## Section F – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

**- - - - - - - VERIFY WITH THE CONSULTANT - - - - - -**

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____ By: _____

CONSULTANT CITY

# EXHIBIT "G"
# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

## CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

### 1. Definitions

*"City"* means the City of Las Vegas.

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

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

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

### 2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

### 3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

### 4. Incorporation

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

| **Block 1: Contracting Entity** | |
|---|---|
| **Name: HENDERSON ENGINEERS, INC.** | |
| **Address:** 8345 LENEXA DRIVE, SUITE 300 | **City / ST / Zip: LENEXA, KS 66214** |
| **Telephone:** 913-742-5000 | **EIN or DUNS :** 43-1187909 |
| **Block 2: Description / Subject Matter of Contract** | |
| **Services for:** Mechanical, Electrical & Plumbing | **Project Number:** |

**Block 3:** **Type of Business**

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

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1 | Rich Smith | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 2 | Dave Haake | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 3 | Phil Miller | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 4 | Shane Lutz | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 5 | Mike McCluskey | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 6 | Drew Rimmer | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 7 | Dana Kettle | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 8 | Vince Masilionis | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 9 | John Kaloupek | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 10 | Patrick Mills | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

**Contracting Party Certification** ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

Contract No.
Contract Title

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

Signature

3-2-21
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 2nd day of March, 2021 by Jason David Zoeller

Notary Signature

KAITLYN NOEL VITTORINO
Notary Public, State of Nevada
No. 18-2990-1
My Appt. Exp. June 27, 2023

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 11 | Darrell Stein | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 12 | Kevin Lewis | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 13 | Dustin Schafer | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 14 | Jason Wollum | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 15 | Julie Pierce | 1801 MAIN STREET, KANSAS CITY, MO 64108 | 816-663-8700 |
| 16 | Sean Eisler | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 17 | Andrew Knight | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 18 | Tony Welter | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 19 | Robin Broder | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 20 | Chris Culp | 8345 LENEXA DRIVE, SUITE 300, LENEXA, KS 66214 | 913-742-5000 |
| 21 | Marcus Sanchez | 5343 N 16TH STREET, SUITE 460, PHOENIX, AZ 85016 | 602-336-5200 |

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**15**

**DEPARTMENT: Finance** **CONSENT**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
For possible action to approve award of Contract No. 210184-HM, Blanket Designated Services Contract for Material Testing and Special Inspection - Department of Public Works - Award recommended to: IQC SOUTHWEST LLC (Not-to-Exceed $200,000 - Various Funds) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: Not-to-Exceed $200,000
Funding Source: Various Funds
Dept./Division: Public Works

**PURPOSE/BACKGROUND:**
The consultant will provide professional material testing and special inspection services in support of the City Capital Improvement Program on a task order basis for a two (2) year contract term with no renewal options. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. IQC Southwest, LLC is located in Las Vegas, Nevada.

**RECOMMENDATION:**
Approve as recommended with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

**BACKUP DOCUMENTATION:**
1. Contract No. 210184-HM
2. Certificate - Disclosure of Ownership and Principals

# BLANKET DESIGNATED SERVICES CONTRACT
# FOR
# MATERIAL TESTING AND SPECIAL INSPECTION

**THIS CONTRACT** is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **IQC Southwest,** (the "Consultant"), **a Limited Liability Corporation**, whose address is **6280 South Valley View Boulevard, Suite 216, Las Vegas, Nevada 89118**

**W I T N E S S E T H:**

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, with respect to each project, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires the Consultant to control and have no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.1) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

## 1.0 CONSULTANT RESPONSIBILITIES

**1.1 Definition.** A "***Project Task Order***" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

**1.2 Issuance.** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

**1.3 Services.** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set

forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

**1.4** ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

**1.5** ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

**1.6** ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

**1.7** ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

**1.8** ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

**1.9** ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

**1.10** ***Responsibility for Construction Document Revisions***

**1.10.1** ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

**1.10.2** ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

## 2.0 CITY RESPONSIBILITIES

**2.1** ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

**2.2** ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.3** ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

**2.4** ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

## 3.0 CHANGES TO CONSULTANT'S SERVICES

**3.1** ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

**3.2** ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

## 4.0 ADDITIONAL SERVICES OF CONSULTANT

**4.1** ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

**4.2** ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

## 5.0 *SUBCONSULTANT CONTRACT*

**5.1** ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

**5.1.1** the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

**5.1.2** the subconsultant shall have no more rights against the City than that of the Consultant,

**5.1.3** the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

**5.1.4** unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

## 6.0 TERM OF CONTRACT

**6.1** ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for **TWO-YEARS** from the date of approval unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

**6.2** ***Task Orders***. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

**6.3** ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

**6.4** ***Renewals***. **NO RENEWAL PERIODS** beyond the initial term in 6.1.

## 7.0 COMPENSATION AND TERMS OF PAYMENT

**7.1** ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

**7.2** ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

**7.3** ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

**7.4** ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

**7.5** **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

**7.6** ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

**7.7** ***Final Payment***. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

## 8.0 PERFORMANCE SCHEDULE

**8.1** ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, Exhibit "C" attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

## 9.0 AUDIT: ACCESS TO RECORDS

**9.1** ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.2** ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

**9.3** ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.4** ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

## 10.0 MISCELLANEOUS PROVISIONS

**10.1** ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

**10.1.1** the Consultant was not a contributing cause for the suspension,
**10.1.2** the Consultant has not received an equitable adjustment under another provision of this Contract, and
**10.1.3** the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

**10.2** ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

**10.3** ***Termination for Cause or Other Resolution.***

**10.3.1** ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

**10.3.1.1** defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

**10.3.1.2** (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

**10.3.1.3** allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

**10.3.2** ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

**10.3.2.1** terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

**10.3.2.2** terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

**10.3.2.3** In the event that the City elects to implement 10.3.1.2(i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

**10.4** ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

**10.4.1** ***Delivery of Documents.***

**10.4.1.1** In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

**10.4.1.2** In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

**10.4.2** ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

**10.4.3** ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

**10.5** ***Insurance***

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

**10.5.1** ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in

compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

**10.5.2** ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

**10.5.3** ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

**10.5.4** ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

**10.5.5** The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

**10.5.6** All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

**10.5.7** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

**10.5.8** All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention excluding Professional Liability may exceed fifty thousand ($50,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability or self-insured retention shall not exceed fifty thousand ($50,000) without the prior written approval of the City.

**10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

**10.5.10** If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

**10.5.11** Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

**10.5.12** The Consultant is encouraged to purchase any additional insurance it deems necessary.

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

**10.5.14** ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

**10.6** ***Indemnity***

**10.6.1** ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

**10.6.2** ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

**10.7** ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.8** ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

**10.9** ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

**10.9.1** it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

**10.9.2** it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

**10.9.3** its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

**10.9.4** it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

**10.10** ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

**10.11** ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12** ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

*Compliance with Laws.* The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.13** ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

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

**10.14** **Severability.** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

**10.15** ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

**10.15.1** ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

**10.15.2** ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the

expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

**10.15.3** ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

**10.16** ***Site Inspection.*** The Consultant represents that, prior to executing each Project Task Order, it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17** ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

**10.18** ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

**10.19** ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10.20** ***Claim or Dispute Resolution***

**10.20.1** ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth

therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

**10.20.2** ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

**10.20.3** ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

**10.20.4** ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

**10.21** ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

**10.22 Calendar Day.** All references in this Contract to days are to calendar days unless otherwise indicated.

**10.23 Exhibits.** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

**10.24 Counterparts; Electronic Delivery**. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**10.25 Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

**CITY OF LAS VEGAS**

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 3/17/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

**IQC SOUTHWEST, LLC**

By: _____ 3/9/2021
Brian Eller, P.E., ASNT NDT Level III

Tyrell Farnes, P.E.
Business Unit Manager
for Brian Eller

# LIST OF EXHIBITS *

**EXHIBIT " A "  SCOPE OF SERVICES**

**EXHIBIT " B "  REQUIRED SUBMITTALS**

**EXHIBIT " C "  PERFORMANCE SCHEDULE**

**EXHIBIT " D "  FEE BREAKDOWN**

**EXHIBIT " E "  COMPENSATION**

**EXHIBIT " F "  KEY PERSONNEL LIST**

**EXHIBIT " G "  CERTIFICATE OF DISCLOSURE**

**EXHIBIT " H "  PROJECT TASK ORDER**

*** Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.**

# EXHIBIT A
# SCOPE OF SERVICES

## 100 GENERAL

**100.1** The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

***100.1.1*** If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

**100.2** The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:

**Material Testing and Special Inspection Consulting Services.**

***100.2.1*** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

**100.3** Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

**100.4** Project Management Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

***100.4.1*** The City shall provide:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

***100.4.2*** The Consultant shall provide:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.

**100.5** Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

**100.6** ***Photos***. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of the Task Order. Photographs of the Project taken by the Consultant after final Consultant payment for the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

**END OF EXHIBIT "A"**

# EXHIBIT B
# REQUIRED SUBMITTALS

## 200 GENERAL

**200.1** The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

**200.2** Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

**200.3** All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

**200.4** It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

**END OF EXHIBIT "B"**

# EXHIBIT C
# PERFORMANCE SCHEDULE

**300 GENERAL**

**301 TASK ORDER**. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

**END OF EXHIBIT "C"**

# EXHIBIT D
# FEE BREAKDOWN

## 400 GENERAL

**400.1** The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

**400.2** The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is $200,000.

## 401 PAYMENT

**401.1** The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of **2.58**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

**401.2** Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

**401.3** The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

**END OF EXHIBIT "D"**

# EXHIBIT E
# COMPENSATION

## 500 CONSULTANT HOURLY RATES

**500.1** The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

| CLASSIFICATION | MAXIMUM HOURLY RATE |
|---|---|
| Principal* | $84.00 |
| Project Manager* | $72.00 |
| Staff Engineer* | $66.00 |
| Special Inspector** | $107.00 |
| Materials Technician** | $107.00 |
| Admin Support/Document Administrator* | $31.00 |

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime
** Maximum billable hourly rates based on collective bargained rates.

## 501 ADDITIONAL SERVICES RATES

**501.1** The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

| ADDITIONAL SERVICE | SUBMITTALS | SCHEDULE IMPACT | NOT-TO-EXCEED |
|---|---|---|---|
| None authorized or anticipated as of the date of this Contract. | | | $0 |
| | | | $0 |
| | | | $0 |

**501.2** These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

**501.3** For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

**501.4** The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

## 502 REIMBURSABLE EXPENSES

**502.1** The following Reimbursable Expenses are allowed:

| REIMBURSABLE EXPENSE |
|---|
| None authorized or anticipated as of the date of this Contract. |
| |
| |

**502.2** For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

**502.3** Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

**502.4** If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

**502.5** Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

**502.6** Should travel and per diem expenses be so authorized by the City:

***502.6.1*** Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

***502.6.2*** Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

***502.6.3*** Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

***502.6.4*** Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

**END OF EXHIBIT "E"**

# EXHIBIT F
# KEY PERSONNEL LIST

**600 CITY PERSONNEL**

**600.1 CITY REPRESENTATIVE**: Tom Hayes, P.E.

**600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford, P.E.**

**600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER:** As stated in each Project Task Order.

**601 CONSULTANT'S PROJECT STAFF**

**601.1** Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

***601.1.a*** **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):**
**Tyrell Farnes, Rene Aburto-Garcia**

***601.1.b*** **RESPONSIBLE IN CHARGE PERSON**: Tyrell Farnes, Brian Eller

***601.1.c*** **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
Tyrell Farnes – 025435
Brian Eller - 023555

***601.1.d*** **PROJECT MANAGER: TBD**

***601.1.e*** **TECHNICIAN/CADD: TBD**

***601.1.f*** **CLERICAL: TBD**

**601.2 CONSULTANT'S SUBCONSULTANTS**

***601.2.a*** Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

***None.*** All work to be performed by Consultant employees.

**END OF EXHIBIT "F"**

# EXHIBIT "G"
# CERTIFICATE OF DISCLOSURE

## CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

**1. Definitions**

*"City"* means the City of Las Vegas.

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

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

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

**2. Policy**

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

**3. Instructions**

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

**4. Incorporation**

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

| **Block 1: Contracting Entity** | **Block 2: Description / Subject Matter of Contract** |
|---|---|
| **Name:** IQC Southwest, LLC | **Services for:** Various On-Call Projects |
| **Address:** 6280 S. Valley View Blvd. Suite 216<br>Las Vegas, NV 89118 | |
| **Telephone:** 702-629-3902 | **Project Number:** TBD |
| **EIN or DUNS :** 47-5333597 | |

**Block 3: Type of Business**

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

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1. | Obsidian Group Holdings, LLC | 525 South Flagler Drive, West Palm Beach, FL 33401 | 561-644-4517 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Brian Eller
Name

State of Nevada
County of Clark

2/9/21
Date

Subscribed and sworn to before me this 9 day of February, 2021.

Susan Young
Notary Public

SUSAN YOUNG
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 12-7169-1
MY APPT. EXPIRES MARCH 20, 2024

**END OF EXHIBIT "G"**

# EXHIBIT "H"
# PROJECT TASK ORDER

**Number H- ___**

# FOR
# MATERIAL TESTING AND SPECIAL INSPECTION

| | |
|---|---|
| Blanket Services Contract Name: | |
| Consultant Name: | |
| Contract Services Listed: | |
| Contract/Option Period From: | To |
| Contract/Option Year Not-to-Exceed Fee: | $ |
| Aggregate Task Order value for current option year (prior to this Task Order): | $ |
| Amount of this Task Order | $ |
| Contract amount remaining after this Task Order: | $ |

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

| | |
|---|---|
| Project Name: | |
| Location: | |
| Description: | |
| Construction Cost Budget: | $ |

**The parties do hereby agree to the follow terms and conditions for this Project Task Order:**

## Section A – Scope of Services

**1000 SCOPE OF THE PROJECT**

**1000.1** Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H-_-1**". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

***1000.1.1*** **SCOPE OF PROJECT**. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

***1000.1.2*** **SCOPE OF SERVICES.**

**- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE - - - - -**

**PROJECT MANAGEMENT**

**1000.2** ***MasterWorks Software***. Upon City request, Consultant shall utilize the City's online project management software (MASTERWORKS) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

***1000.2.1*** ***City shall provide***:

- A limited training manual for the MASTERWORKS software and a maximum of two hours of MASTERWORKS software training for up to four people at the City's offices.
- The cost of any software licenses required by the MASTERWORKS software manufacturer or distributor.
- User accounts for Consultant's access to the MASTERWORKS software.

***1000.2.2*** ***Consultant shall provide***:

- Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MASTERWORKS software.
- Documents approved in the MASTERWORKS software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MASTERWORKS software to provide approvals, and no excuse will be entertained by the City for unauthorized MASTERWORKS software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MASTERWORKS approvals, upon City request.

**END OF SECTION "A"**

# Section B – Required Submittals

## 2000 SUBMITTALS

**2000.1** In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

**- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE - - - - -**

**2000.2** All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

**2000.3** Submittals to regulatory agencies shall be as required for each agency.

**2000.4** It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

**END OF SECTION "B"**

# Section C – Performance Schedule

**3000.1** For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

***3000.1.1*** The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

***3000.1.2*** The maximum allowed time to complete each portion of the work is as follows:

| BY TASK | CALENDAR DAYS TO COMPLETE | REMARKS |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL** | **0** | |

**END OF SECTION "C"**

# Section D – Fee Breakdown

**4000 COMPENSATION**

**4000.1** The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $200,000. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

**4000.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES**

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract. **The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.**

| SERVICE | NOT-TO-EXCEED COST | REMARKS |
|---|---|---|
| Special Inspection and Materials Testing | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| | $0.00 | |
| **TOTAL NOT TO EXCEED COST** | $0.00 | |

**4000.3** The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

**4001 ALLOWANCE FOR ADDITIONAL SERVICES**

**4001.1** A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

**4001.2** Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

**4001.3** The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this

Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

**4001.4** Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

**4001.5** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

| **ADDITIONAL SERVICES ALLOWANCE** | | **ALLOWED SERVICES** |
|---|---|---|
| **TOTAL NOT-TO-EXCEED COST** | $0 | Material Testing and Special Inspection |

**END OF SECTION "D"**

# Section E – Additional Compensation

**5000 RATES AND REIMBURSABLES**

**5000.1** ***Consultant Hourly Rates***: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

**5000.2** ***Additional Services Rates:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

**5000.3** ***Reimbursable Expenses:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

## Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

**- - - - - - THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. - - - - - - -**

## Section F – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

**- - - - - - - VERIFY WITH THE CONSULTANT - - - - - -**

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____ By: _____

CONSULTANT CITY

## CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

**1. Definitions**

*"City"* means the City of Las Vegas.

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

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

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

**2. Policy**

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

**3. Instructions**

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

**4. Incorporation**

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

| **Block 1: Contracting Entity** | **Block 2: Description / Subject Matter of Contract** |
|---|---|
| **Name:** IQC Southwest, LLC | **Services for:** Various On-Call Projects |
| **Address:** 6280 S. Valley View Blvd. Suite 216<br>Las Vegas, NV 89118 | |
| **Telephone:** 702-629-3902 | **Project Number:** TBD |
| **EIN or DUNS :** 47-5333597 | |

**Block 3: Type of Business**

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

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1. | Obsidian Group Holdings, LLC | 525 South Flagler Drive, West Palm Beach, FL 33401 | 561-644-4517 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Brian Eller
Name

2/9/21
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 9 day of February, 2021.

Susan Young
Notary Public

SUSAN YOUNG
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 12-7169-1
MY APPT. EXPIRES MARCH 20, 2024

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**16**

**DEPARTMENT: Finance** **CONSENT**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
For possible action to approve award of Bid No. 19.70231-SK FY18 TAP Ped Safety Imps Phase 3, located on Alexander Road at Pioneer Way, Westcliff Road at Roland Wiley Road, Roland Wiley Road at Silver Sky Drive, Michael Way at Maxine Street, Michael Way at Seattle Slew Drive, 28th Street from Bonanza Road to Charleston Boulevard, Sunrise Road from 28th Street to 30th Street, and Pennwood Avenue from Decatur Road to Valley View Boulevard, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: UNICON, LLC ($2,241,589.30 - Traffic Improvements Capital Projects Fund) - Wards 1, 2, 3, 4 and 5 (Knudsen, Seaman, Diaz, Anthony and Crear)

**FISCAL IMPACT:**
Budget Funds Available
Amount: $2,241,589.30
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

**PURPOSE/BACKGROUND:**
The safety improvements at each location will include upgrades to deficient ADA ramps and street lighting, construction of median crossing refuge areas, construction of curb extensions, and pavement marking with traffic signing improvements as needed. Improvements located on Alexander Road at Pioneer Way and Westcliff Road at Roland Wiley Road will include installation of solar powered pedestrian flasher (RRFB) systems (poles, push buttons, mast arms, flasher assemblies, signs). Unicon, LLC is located in Las Vegas, Nevada.

**RECOMMENDATION:**
Approve as recommended with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

**BACKUP DOCUMENTATION:**
1. Bid Abstract

**BID ABSTRACT**
**19.70231-SK FY18 TAP Ped Safety Imps Phase 3**
**Bid Date: February 4, 2021**

**City of Las Vegas - Finance Department**
**Purchasing & Contracts Division**
**495 S. Main Street, 4th Floor**
**Las Vegas, Nevada 89101**

| | | | | UNICON (UNICON LLC) | | Patriot Enterprises, Inc. | |
|---|---|---|---|---|---|---|---|
| Item # | Description | QTY | UOM | Unit Price | Extended Price | Unit Price | Extended Price |
| 1 | 109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE | 1 | ALLOWANCE | $250,000.00 | $250,000.00 | $250,000.00 | $250,000.00 |
| 2 | 109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE | 21 | DAY | $500.00 | $10,500.00 | $500.00 | $10,500.00 |
| 3 | 109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE | 21 | DAY | $500.00 | $10,500.00 | $786.00 | $16,506.00 |
| 4 | 110.01 TRAINING | 400 | HR | $0.80 | $320.00 | $81.00 | $32,400.00 |
| 5 | 200.01 MOBILIZATION AND DEMOBILIZATION | 1 | LS | $435,701.73 | $435,701.73 | $200,000.00 | $200,000.00 |
| 6 | 202.01 REMOVAL OF EXISTING CONCRETE CROSS GUTTER | 1770 | SF | $7.39 | $13,080.30 | $6.00 | $10,620.00 |
| 7 | 202.02 REMOVAL OF CURB AND GUTTER | 1640 | LF | $6.16 | $10,102.40 | $17.00 | $27,880.00 |
| 8 | 202.03 REMOVAL OF SIDEWALK | 9730 | SF | $4.93 | $47,968.90 | $3.00 | $29,190.00 |
| 9 | 202.04 REMOVAL OF EXISTING CONCRETE SPANDREL | 17 | EA | $1,411.87 | $24,001.79 | $1,847.00 | $31,399.00 |
| 10 | 202.05 REMOVAL OF PLASTIC TRAFFIC MARKER POST | 4 | EA | $6.16 | $24.64 | $6.00 | $24.00 |
| 11 | 202.06 REMOVAL OF CONCRETE BOLLARD | 1 | EA | $277.20 | $277.20 | $320.00 | $320.00 |
| 12 | 202.07 REMOVAL OF PRECAST BUMPER BLOCK MEDIAN | 540 | LF | $6.16 | $3,326.40 | $6.00 | $3,240.00 |
| 13 | 202.08 REMOVAL OF ASPHALT PAVEMENT | 3800 | SY | $22.18 | $84,284.00 | $10.00 | $38,000.00 |
| 14 | 202.09 ROTOMILL PAVEMENT (1-INCH) | 4130 | SY | $5.11 | $21,104.30 | $10.00 | $41,300.00 |
| 15 | 202.1 REMOVE SIGN (GROUND MOUNTED) | 30 | EA | $43.12 | $1,293.60 | $42.00 | $1,260.00 |
| 16 | 202.11 REMOVE SIGN (POLE MOUNTED) | 7 | EA | $43.12 | $301.84 | $42.00 | $294.00 |
| 17 | 202.12 REMOVE PAVEMENT MARKERS AND MARKINGS | 1 | LS | $5,001.92 | $5,001.92 | $4,906.00 | $4,906.00 |
| 18 | 203.01 ROADWAY EXCAVATION | 390 | CY | $48.06 | $18,743.40 | $70.00 | $27,300.00 |
| 19 | 302.01 TYPE II AGGREGATE BASE | 350 | CY | $68.33 | $23,915.50 | $80.00 | $28,000.00 |
| 20 | 402.01 3-INCH PLANTMIX BITUMINOUS SURFACE | 1060 | SY | $41.21 | $43,682.60 | $59.00 | $62,540.00 |
| 21 | 402.02 4-INCH PLANTMIX BITUMINOUS SURFACE | 1430 | SY | $56.01 | $80,094.30 | $76.00 | $108,680.00 |
| 22 | 402.03 5-INCH PLANTMIX BITUMINOUS SURFACE | 400 | SY | $69.77 | $27,908.00 | $109.00 | $43,600.00 |
| 23 | 402.04 6-INCH PLANTMIX BITUMINOUS SURFACE | 60 | SY | $80.89 | $4,853.40 | $175.00 | $10,500.00 |

**BID ABSTRACT**
**19.70231-SK FY18 TAP Ped Safety Imps Phase 3**
**Bid Date: February 4, 2021**

**City of Las Vegas - Finance Department**
**Purchasing & Contracts Division**
**495 S. Main Street, 4th Floor**
**Las Vegas, Nevada 89101**

| | | | | UNICON (UNICON LLC) | | Patriot Enterprises, Inc. | |
|---|---|---|---|---|---|---|---|
| Item # | Description | QTY | UOM | Unit Price | Extended Price | Unit Price | Extended Price |
| 24 | 412.01 TYPE II SLURRY SEAL | 34620 | SY | $4.78 | $165,483.60 | $5.00 | $173,100.00 |
| 25 | 413.01 1-INCH UTACS BONDED WITH A PMM, S3 GRADATION | 4130 | SY | $14.80 | $61,124.00 | $21.00 | $86,730.00 |
| 26 | 609.01 VERTICALLY ADJUST MANHOLE COVERS | 3 | EA | $1,650.00 | $4,950.00 | $1,516.00 | $4,548.00 |
| 27 | 613.01 CONCRETE SIDEWALK RAMP CASE II WITH TACTILE WARNING STRIP | 17 | EA | $1,540.00 | $26,180.00 | $2,313.00 | $39,321.00 |
| 28 | 613.02 CONCRETE SIDEWALK RAMP CASE I WITH TACTILE WARNING STRIP | 14 | EA | $1,540.00 | $21,560.00 | $2,513.00 | $35,182.00 |
| 29 | 613.03 DETECTIBLE TACTILE WARNING STRIPS | 3 | EA | $338.80 | $1,016.40 | $1,161.00 | $3,483.00 |
| 30 | 613.04 TYPE L CURB AND GUTTER | 1600 | LF | $24.64 | $39,424.00 | $28.00 | $44,800.00 |
| 31 | 613.05 CONCRETE DRIVEWAY | 260 | SF | $15.84 | $4,118.40 | $17.00 | $4,420.00 |
| 32 | 613.06 CONCRETE CROSS GUTTER | 1620 | SF | $16.49 | $26,713.80 | $10.00 | $16,200.00 |
| 33 | 613.07 CONCRETE SIDEWALK (4-INCH) | 14000 | SF | $6.57 | $91,980.00 | $8.00 | $112,000.00 |
| 34 | 613.08 SIDEWALK RAMP - PERPENDICULAR | 360 | SF | $13.14 | $4,730.40 | $20.00 | $7,200.00 |
| 35 | 613.09 TACK ON CONCRETE MEDIAN ISLAND | 5720 | SF | $12.49 | $71,442.80 | $15.00 | $85,800.00 |
| 36 | 613.1 CONCRETE SPANDREL | 2588 | SF | $16.49 | $42,676.12 | $8.00 | $20,704.00 |
| 37 | 613.11 CONCRETE (4-INCH) | 90 | SF | $17.20 | $1,548.00 | $22.00 | $1,980.00 |
| 38 | 622.01 CONSTRUCTION SURVEYING | 1 | LS | $38,747.50 | $38,747.50 | $42,563.00 | $42,563.00 |
| 39 | 623.01 RAPID RECTANGULAR FLASHING BEACON SYSTEM (SOLAR) ALEXANDER ROAD & PIONEER WAY | 1 | LS | $58,001.40 | $58,001.40 | $64,893.00 | $64,893.00 |
| 40 | 623.02 RAPID RECTANGULAR FLASHING BEACON SYSTEM (SOLAR) WESTCLIFF DRIVE & ROLAND WILEY ROAD | 1 | LS | $56,133.00 | $56,133.00 | $62,803.00 | $62,803.00 |
| 41 | 623.03 LED 130W T3 LUMINAIRE OR EQUIVALENT | 3 | EA | $648.00 | $1,944.00 | $725.00 | $2,175.00 |
| 42 | 623.04 LED 242W T2 LUMINAIRE OR EQUIVALENT | 4 | EA | $795.96 | $3,183.84 | $891.00 | $3,564.00 |
| 43 | 623.05 LED 242W T3 LUMINAIRE OR EQUIVALENT | 3 | EA | $795.96 | $2,387.88 | $891.00 | $2,673.00 |
| 44 | 623.06 ADJUST NO. 3 1/2 STREET LIGHT PULLBOX | 4 | EA | $307.80 | $1,231.20 | $344.00 | $1,376.00 |
| 45 | 623.07 ADJUST NO. 3 1/2 TRAFFIC SIGNAL PULLBOX | 4 | EA | $307.80 | $1,231.20 | $344.00 | $1,376.00 |
| 46 | 623.08 INSTALL NO. 3-1/2 PULL BOX | 1 | EA | $860.76 | $860.76 | $963.00 | $963.00 |

**BID ABSTRACT**
**19.70231-SK FY18 TAP Ped Safety Imps Phase 3**
**Bid Date: February 4, 2021**

**City of Las Vegas - Finance Department**
**Purchasing & Contracts Division**
**495 S. Main Street, 4th Floor**
**Las Vegas, Nevada 89101**

| | | | | UNICON (UNICON LLC) | | Patriot Enterprises, Inc. | |
|---|---|---|---|---|---|---|---|
| Item # | Description | QTY | UOM | Unit Price | Extended Price | Unit Price | Extended Price |
| 47 | 623.09 REMOVE, ROTATE 90, AND REASSEMBLE STREETLIGHT POLE ON EXISTING FOUNDATION WITH NEW LED 157W T3 | 1 | EA | $2,535.84 | $2,535.84 | $2,837.00 | $2,837.00 |
| 48 | 623.1 INSTALL 2 #4, 1 #8, 1-1/4" WIRE & CONDUIT | 15 | LF | $96.12 | $1,441.80 | $108.00 | $1,620.00 |
| 49 | 624.01 TRAFFIC CONTROL AND MAINTENANCE | 1 | LS | $140,000.00 | $140,000.00 | $252,266.00 | $252,266.00 |
| 50 | 627.01 PERMANENT SIGN (GROUND MOUNTED) | 51 | EA | $190.96 | $9,738.96 | $187.00 | $9,537.00 |
| 51 | 627.02 PERMANENT SIGN (POLE MOUNTED) | 20 | EA | $190.96 | $3,819.20 | $187.00 | $3,740.00 |
| 52 | 628.01 K71 SELF ERECTING FLEXIBLE MARKER POST, YELLOW | 16 | EA | $258.72 | $4,139.52 | $254.00 | $4,064.00 |
| 53 | 628.02 K71 SELF ERECTING FLEXIBLE MARKER POST, WHITE | 2 | EA | $258.72 | $517.44 | $254.00 | $508.00 |
| 54 | 628.03 TYPE II PAVEMENT MARKING FILM (BICYCLE LEGEND) | 60 | EA | $73.92 | $4,435.20 | $73.00 | $4,380.00 |
| 55 | 628.04 TYPE II PAVEMENT MARKING FILM FOR ARROWS | 50 | EA | $123.20 | $6,160.00 | $121.00 | $6,050.00 |
| 56 | 628.05 WHITE 6" SOLID STRIPE (POLYUREA) | 33330 | LF | $0.99 | $32,996.70 | $0.97 | $32,330.10 |
| 57 | 628.06 WHITE 6" SKIP STRIPE (POLYUREA) | 2770 | LF | $0.99 | $2,742.30 | $0.97 | $2,686.90 |
| 58 | 628.07 TYPE II PAVEMENT MARKING FILM WHITE (VARIES) (STOP BARS, CROSSWALKS, CHEVRONS, YIELD ARROWS, DIAGONALS, | 6610 | SF | $7.70 | $50,897.00 | $8.00 | $52,880.00 |
| 59 | 628.08 TYPE II PAVEMENT MARKING FILM YELLOW (VARIES) (CHEVRONS, DIAGONALS, GORES) | 710 | SF | $7.70 | $5,467.00 | $8.00 | $5,680.00 |
| 60 | 628.09 YELLOW REFLECTIVE PAINT (ISLAND NOSE, MEDIANS) | 3200 | SF | $1.85 | $5,920.00 | $2.00 | $6,400.00 |
| 61 | 628.1 WHITE REFLECTIVE PAINT (ISLAND NOSE, MEDIANS) | 40 | SF | $1.85 | $74.00 | $2.00 | $80.00 |
| 62 | 628.11 RED CURB MARKING (PAINT) | 250 | LF | $3.70 | $925.00 | $4.00 | $1,000.00 |
| 63 | 628.12 BIKE BUFFER CHEVRONS (PAINT) | 2720 | SF | $3.08 | $8,377.60 | $3.00 | $8,160.00 |
| 64 | 628.13 TYPE 1 CENTERLINE (PAINT) | 150 | LF | $1.85 | $277.50 | $2.00 | $300.00 |
| 65 | 628.14 TYPE 2 CENTERLINE (PAINT) | 320 | LF | $1.23 | $393.60 | $1.00 | $320.00 |
| 66 | 629.01 ADJUST WATER VALVE COVER TO FINISH GRADE | 8 | EA | $1,848.00 | $14,784.00 | $744.00 | $5,952.00 |
| 67 | 630.01 VERTICALLY ADJUST SANITARY SEWER MANHOLE | 1 | EA | $6,160.00 | $6,160.00 | $1,516.00 | $1,516.00 |
| 68 | 633.01 NON-REFLECTIVE RAISED PAVEMENT MARKERS | 2710 | EA | $3.51 | $9,512.10 | $3.00 | $8,130.00 |
| 69 | 633.02 REFLECTIVE RAISED PAVEMENT MARKERS | 1090 | EA | $3.51 | $3,825.90 | $3.00 | $3,270.00 |

**BID ABSTRACT**
**19.70231-SK FY18 TAP Ped Safety Imps Phase 3**
**Bid Date: February 4, 2021**

**City of Las Vegas - Finance Department**
**Purchasing & Contracts Division**
**495 S. Main Street, 4th Floor**
**Las Vegas, Nevada 89101**

| | | | | UNICON (UNICON LLC) | | Patriot Enterprises, Inc. | |
|---|---|---|---|---|---|---|---|
| Item # | Description | QTY | UOM | Unit Price | Extended Price | Unit Price | Extended Price |
| 70 | 637.01 DUST CONTROL | 1 | LS | $54,525.88 | $54,525.88 | $206,598.00 | $206,598.00 |
| 71 | 637.02 STORM WATER POLLUTION CONTROL | 1 | LS | $22,724.24 | $22,724.24 | $26,297.00 | $26,297.00 |
| 72 | 650.01 ADJUST CATV BOX COVER TO FINISHED GRADE | 3 | EA | $1,848.00 | $5,544.00 | $2,171.00 | $6,513.00 |
| | **TOTAL BASE BID AMOUNT** | | | **$2,241,589.30** | | **$2,449,428.00** | |
| | **% Greater than Lowest Responsive & Responsible Bidder** | | | | | 9.27% | |
| | **Bidder's Preference Received** | | | **No** | | No | |
| | **Responsive Bidder** | | | **Yes** | | | |
| | **Responsible Bidder** | | | **Yes** | | | |
| | **Department Evaluation Complete** | | | **Yes** | | | |
| | **Award to Low Bidder Recommended** | | | **Yes** | | | |
| **Engineer's Estimate: $2,206,645.00** | | | | | | | |

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**17**

**DEPARTMENT: Finance** **CONSENT**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
For possible action to approve award of Contract No. 200188-MC, Community-Based & Physical Security Services - Finance Department - Award recommended to: UNIVERSAL PROTECTION SERVICE, LLC DBA ALLIED UNIVERSAL SECURITY SERVICES (Not-to-Exceed $4,000,000 Annually/Total Contract Amount Not-to-Exceed $20,000,000 - Various Funds) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: Not-to-Exceed $4,000,000 Annually/Total Contract Amount Not-to-Exceed $20,000,000
Funding Source: Various Funds
Dept./Division: Finance

**PURPOSE/BACKGROUND:**
This contract provides up to $4,000,000 per year for City-wide security services which will largely take place at fixed City locations, but also includes as-needed services at various other locations. The not-to-exceed contract amount is based on estimated annual usage of security staffing levels by City Departments. The main fixed City locations covered under contract include the Courtyard, Recuperative Care Center, Water Pollution Control Facility, City Center garages and lots, Neonopolis Parking Garage, and the Development Services Center. Allied Universal Security Services was selected through a competitive Request for Proposals solicitation process. Allied Universal Security Services is a global company with a local office in Las Vegas, Nevada.

**RECOMMENDATION:**
Approve as recommended from date of award through March 31, 2022 with four (4) one-year options to renew, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

**BACKUP DOCUMENTATION:**
1. Contract No. 200188-MC

**ANNUAL REQUIREMENTS CONTRACT FOR**
**200188-MC COMMUNITY-BASED & PHYSICAL SECURITY SERVICES**

THIS Annual Requirements Contract for General Services is being entered into this _____ day of _____, 2021 by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Universal Protection Service, LLC d/b/a Allied Universal Security Services (the "Company"), a Delaware limited liability company.

## SECTION A – CONTRACT OVERVIEW

**A-1 Summary of Contract** [CAO - 08/22/2019]

(a) This Contract sets forth the terms and conditions for ordering and performance of the Services described herein, and the execution hereof by the parties hereto forms a legally binding contract. The City may order, and the Company is obligated to perform, the Services in accordance with the terms and conditions of this Contract. This is a non-exclusive contract.

(b) This Contract covers the City's estimated need for the Services on an annual basis. At the time of execution of this Contract, precise service levels cannot be fixed but will vary based on the City's annual needs, and the Contract is therefore based on the City's past annual usages. This Contract provides for Task Orders for fixed services and for issuance of Purchase Orders for ad-hoc and short-term assignments. Notwithstanding the execution of this Contract, the City is under no obligation to order or maintain any minimum or maximum level of service under this Contract.

(c)

| | | | |
|---|---|---|---|
| **Contract Synopsis**<br>The services to be procured are more fully defined in Section C | City-wide community-based and physical security services. | | |
| **Performance Dates**<br>The Performance Period is more fully defined in Section A-2 | **Award Date**<br>See first paragraph | **Expiration Date**<br>March 31, 2022 | **Option Periods**<br>Four one-year periods |
| **Contract Type** | The contract type is Annual Requirements with Task Orders issued for Fixed Services and Purchase Orders issued for ad-hoc and short-term assignments. Services will be billed on a labor hour basis. | | |
| **Contract Amount** | $4,000,000.00 | Annual Not-to-Exceed Amount | |

(d)

| **Contract Exhibits / Attachments** The following documents are hereby incorporated into this Contract |
|---|
| Exhibit A - Scope of Work, including any Addenda |
| Exhibit B – Excerpted Proposal |
| Exhibit C - Task Order Template |

(e)

| **City Representative:** All routine Company inquiries should be directed to the person identified by the City on the Purchase Order per Section D-5 | | | |
|---|---|---|---|
| **Company Representative**<br>Per Section D-5 | **Name**<br>Doug Huffmaster | **Phone**<br>(702) 301-4993 | **Email**<br>douglas.huffmaster@aus.com |

(f)

| **City Legal Notice Representative** per Section E-1 | | | |
|---|---|---|---|
| **Company Legal Notice Representative**<br>Per Section E-1 | **Name & Title**<br>Tammy Nixon | **Address**<br>4000 S. Eastern Avenue, Suite 210, Las Vegas, NV 89119 | **Email**<br>tammy.nixon@aus.com |

**A-2 Performance Period** [CAO - 08/22/2019]

(a) The City may place orders against this Contract from the Award Date through and including the expiration date, unless extended in writing.

(b) The City may, at its sole discretion, exercise the option to renew the Contract for the periods set forth above. The City shall provide written notice to the Company of any such renewal, and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

## SECTION B – DEFINITIONS

**B-1 Definitions** [CAO - 01/20/2016] [R]

The following definitions apply to this Contract:

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

(b) **Contract**: This document, consisting of Sections A through E and the Exhibits and Attachments attached hereto, which is binding and effective only upon execution by the City.

(c) **Contract Amount:** The maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) **Deliverable:** means any report, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract and any Task Order. Each Deliverable shall be identified in each Task Order.

(e) **Labor Hour Billing:** means payment of labor worked at fixed hourly rates by labor category in performing the Contract.

(f) **Prompt Payment Discount:** The price discount offered by the Company which applies to the purchase price of the Services if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(g) **Purchase Order (or P.O.):** The administrative document issued by the City to facilitate the ordering of and payment for the Services purchased pursuant to this Contract.

(h) **Services**: The work to be performed by the Company, which is listed or described in Section C, “Exhibit A -Scope of Work” and “Exhibit B – Excerpted Proposal”, attached hereto.

(i) **Task Order:** A document substantially in the form of “Exhibit C” to this Contract, which is used to award a project for delivery of Fixed Services. Fixed Services are for established City sites listed in Exhibit A – Attachment 1 that require continuous services throughout the term of the Contract.

## SECTION C – SCOPE OF WORK

**C-1** Scope of Work is set forth in "Exhibit A". The work may consist of any Services requested by the site City Representative/Project Manager, as set forth in a Task Order awarded as described in Section C-2, below. The Company is under no obligation to perform any Services other than pursuant to an awarded Task Order and/or Purchase Order.

**C-2 Task Order Process** [CAO-10/13/2020] R

(a) For Fixed Services, the City will request a proposal for a specific Task Order and will provide the pertinent to the project. Information may be jointly determined based on informal discussions with the Company:

(i) proposal submission instructions;
(ii) project background;
(iii) description of Services;
(iv) description of each Deliverable;
(v) start and completion date of the Services and/or each Deliverable; and
(vi) other special terms and conditions.

The Task Order Process is only required for Fixed Services. Task Orders are not required for as-needed services such as special events, one-time events, and emergency requests, which only require a quote.

(b) The Company will respond to the request with a proposed Task Order in the format of and including the information described in the Exhibit C template attached to this Contract. The proposal will be subject to review and negotiation. The City is not required to accept any proposal.

(c) After both parties have executed a Task Order, the City will issue a purchase order. The Company may not commence any billable work under a Task Order until it has received a purchase order.

## SECTION D - SPECIAL CONDITIONS

**D-1 Pricing and Payment** [CAO-4/2020]

(a) Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.

(b) The City may issue Task Orders under this Contract. The Company is not entitled to any claim for compensation until a purchase order has been issued by the City and the Services or Deliverables that are the subject of the Task Order are accepted by the City.

(c) The City will pay the Company in accordance with the pricing set forth in “Exhibit B” to this Contract. Payment is on a labor hour basis, and shall be only for the actual time worked, not to exceed the total listed on each Task Order and/or Purchase Order. Hourly billing rates shall be billed in minimum increments of ¼ of an hour (15 minutes).

(d) The prices set forth herein include the costs and expenses associated with providing and performing the Services for the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.

**D-2 Pricing Revisions** [CAO-4/2020] [R]

(a) After the initial term of this Contract, pricing for the Services may be revised due to fluctuations in the cost of doing business incurred by the Company as set forth below:

(i) If a decrease occurs, the City shall receive the benefit of this change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Company may request one (1) price escalation annually provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Contract. The Company shall provide any supporting documentation requested by the City. The City shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the City.

(ii) In addition to the pricing revision permitted pursuant to subsection (i) above, the Company may request a price revision based upon changes in the Consumer Price Index-All Urban Consumers.

(b) Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.

(c) Any pricing revision requested pursuant to this section may be delayed or denied if the Company fails to submit a timely request, or fails to provide adequate documentation in support thereof.

(d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the Services are ordered by the City.

(e) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after one hundred eighty (180) days written notice to the other party in accordance with Section E-1, "Legal Notice". During said 180 day period, the Company shall continue to perform the Services and shall be paid on the basis of the pricing then in effect and not based on any pricing revision increase requested by Company pursuant to this section.

**D-3 Invoices** [CAO-9/2020] [R]

(a) The Company shall timely submit a detailed invoice to the City within sixty (60) days monthly, for Services performed and accepted. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;

(ii) the Purchase Order and/or the Task Order number;

(iii) the Purchase Order Item and/or the Task Order line item(s) against which charges are made; and

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

**The Company shall submit the original invoice to:**

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

(c) A duplicate copy of the invoice is to be sent to the City's designated representative listed on the Purchase Order and/or Task Order.

(d) The Prompt Payment Discount listed in "Exhibit B" will apply.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses to the extent caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the Services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

**D-4 Performance Requirements** [CAO - 08/22/2019] [R]

(a) Service Coordination. All performance of Services must be coordinated with City staff listed on the Purchase Order. The City reserves the right to refuse service if advance notice is not given.

(b) Performance Schedule. Failure to meet the schedules specified in this Contract shall constitute a breach of contract.

(c) Failure to Perform. In the event that the Company fails to perform the Services in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the Services from another supplier. If the Services are procured from another supplier, the Company shall pay the City any difference between the Contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.

(d) Inspection and Acceptance. The Services will be inspected at time of performance by an authorized representative of the City for compliance with the specifications, workmanship, appearance, and conformance to all other requirements of this Contract. In the event deficiencies are detected, the Services will be rejected to enable the Company to make the necessary repairs, adjustments or replacements. Payment will not be made and discount period (if applicable) will not commence until the corrective action is complete and the Services have been re-inspected and accepted by the City.

**D-5 City/Company Representative** [CAO - 08/22/2019]

(a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.

(b) The Company Representative for this Contract is named in Section A-1 (e). The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contact until written notice to the City is provided by the Company of any change in the person acting in this capacity.

**D-6 Insurance** [CAO-4/2020] [R]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000 per occurrence and $5,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The policy shall be endorsed to include firearm coverage, and assault and battery coverage. The policy shall be endorsed to include coverage for "care custody control" of property of others. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured up to the required insurance coverage amount herein.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from Services rendered by Company and any auto used in the performance of Services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the Services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement

in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured up to the required insurance coverage amount herein.

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(v) A Fidelity Bond or Crime Insurance with limits of 50% of the estimated annual contract value or $50,000, whichever amount is greater. The bond or policy shall include coverage for all directors, officers, agents and employees of the Company. The bond or policy shall include coverage for third party fidelity. The bond or policy shall include coverage for extended theft and mysterious disappearance. The bond or policy shall not contain a condition requiring an arrest and conviction.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met.

(c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

(d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. With the exception of the crime insurance policy, no deductible or self-insured retention may exceed $2,000,000 without the prior written approval of the City. The crime insurance deductible or self-insured retention may not exceed $250,000 without prior written approval of the City.

(f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

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

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

**D-7 Warranty** [CAO-4/2020]

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

This entire Warranty Section will survive termination or expiration of this Contract for any reason.

**D-8 RESERVED**
**D-9 RESERVED**
**D-10 RESERVED**
**D-11 RESERVED**

**D-12 Purchase Orders** [CAO-4/2020]

A Purchase Order will be issued for the acquisition of the Services, specifying a single scheduled performance or multiple scheduled performances of the Services. The time allotted for performance of the Services under the Purchase Order commences on the date the City successfully electronically transmits or faxes the Purchase Order to the Company, or three (3) days after the mailing date of the Purchase Order to the Company. Any Purchase Order issued hereunder incorporates the terms and conditions of this Contract.

**D-13 Telephone Orders** [CAO - 01/20/2016]

The ordering of Services by telephone **is not** permitted. The Company shall not accept telephone orders, unless explicitly authorized in writing by the City's Purchasing and Contracts Manager.

**D-14 RESERVED**
**D-15 RESERVED**
**D-16 RESERVED**

**D-17 Liquidated Damages** [CAO - 01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

## SECTION E- GENERAL CONDITIONS

**E-1 Legal Notice** [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

| | |
|---|---|
| FOR THE CITY: | Manager, Purchasing and Contracts<br>City of Las Vegas<br>495 South Main Street, 4th Floor<br>Las Vegas, Nevada 89101-2986<br>Fax: (702) 384-9964<br>Email: purchasing@lasvegasnevada.gov |
| FOR THE COMPANY: | As Noted in Section A-1 (f) of the Contract: |

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

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

(d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

**E-2 Disputes** [CAO-4/2020]

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

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

**E-4 Termination for Convenience** [CAO - 08/22/2019]

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

**E-5 Event of Default** [CAO-4/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver Services that comply with the specifications, (ii) fails to deliver the Services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding

in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

**E-6 Termination for Default** [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide Services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the Services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these Services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

**E-7 Limitation of Funding/Non-Appropriation** [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the Services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

**E-8 Changes - Fixed-Price Goods or Services** [CAO-4/2020]

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

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the Services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

**E-9 Entire Contract, Section and Paragraph Headings** [CAO-4/2020]

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

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-10 Order of Precedence** [CAO-7/24/08]

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

**E-11 Severability** [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-12 Waiver** [CAO-7/24/08]

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

**E-13 Modification/Amendment** [CAO-7/24/08]

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

**E-14 Assignment** [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-15 Indemnification** [CAO-4/2020] [R]

(a) In addition to the insurance requirements set forth in Section D-6, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, to the extent caused by (i) any negligent or intentional act or omission on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

**E-16 Patent Indemnity** [CAO-4/2020]

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

**E-17 Audit of Records** [CAO-5/2/12] R

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of five (5) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business

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

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

**E-18 Confidentiality – City Information** [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the Services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

**E-19 Marketing Restrictions** [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its Services. The City logo shall not be used without the prior written consent of the City.

**E-20 Intellectual Property Rights** [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

**E-21 Taxes/Compliance with Laws** [CAO-08/01/13]

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

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

**E-22 Licenses/Registrations** [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

**E-23 Non-Discrimination and Fair Employment Practices** [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

**E-24 Employment of Unauthorized Aliens** [CAO-01/20/16]

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

**E-25 Conforming Services** [CAO-4/2020]

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

**E-26 Independent Contractor** [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's

compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-27 Official, Agent and Employees of the City Not Personally Liable** [CAO-01/20/16]

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

**E-28 Conflict of Interest (City Officials)** [CAO-4/2020]

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

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

**E-29 Public Records** [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

**E-30 Use By Other Government Entities** [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

**E-31 Certification – No Israel Boycott** [CAO – 4/2020]

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

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or

business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

**E-32 Counterpart Signatures** [CAO-9/24/08]

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

**E-33 Miscellaneous** [CAO – 4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

**E-34 Federal Requirements**

Federal Funds may be used to reimburse expenses for Services provided for under this Contract. As such, Company hereby certifies that it (i) has read and reviewed the HEARTH Act of 2009, the ESG Regulations in 24 CFR Part 576, and any statutes, rules, regulations and laws referenced in the ESG Regulations (for example, the conflict of interest requirements set forth at 24 CFR 576.404, and other Federal requirements set forth at 24 CFR 576.407), (ii) fully understands the same, and (iii) has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities thereunder. Company hereby covenants and agrees to comply with all said Federal requirements at all times during the term of this Agreement, including without limitation the following:

(a) RELIGIOUS ACTIVITIES. As a general rule, in accordance with First Amendment Church/State Principles, ESG assistance may not be used to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(b) POLITICAL ACTIVITIES. The Company will not use ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

(c) HATCH ACT (CHAPTER 15, TITLE 5, U.S. CODE). The Company agrees that none of the personnel employed in the administration of the within Contract shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

(d) APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS (2 CFR PART 200). Company shall comply with the requirements and standards of 2 CFR Part 200 – OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance".

(e) OTHER PROGRAM REQUIREMENTS. The Company shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576.407, except that Company will not assume the City's environmental responsibilities described at 24 CFR 576.407(d).

(f) LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 576.407(e)). The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to this Contract.

(g) USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS (Title 2 CFR Part 2424). This Contract is subject to the requirements set forth in 2 CFR Part 2424, formerly 24 CFR Part 5, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

(h) LIMITED ENGLISH PROFICIENCY (LEP). Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to Limited English Proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

(i) DRUG FREE WORKPLACE. The Company agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21 and 45 CFR Part 76, Subpart F, which requires that Company shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its employees.

(j) ANTI-LOBBYING. Section 319 of Public Law 101 121, of the Department of the Interior Appropriations Act, prohibits Company from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Company to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(k) VAWA REQUIREMENTS (24 CFR 576.409). This Agreement is subject to, and the Company shall comply with, the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L, as supplemented by 24 CFR 576.409.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

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

**CITY OF LAS VEGAS**

Tonya Kemble
Manager, Purchasing and Contracts

Date

**UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES**

Steve Claton
President, Southwest Region

3/18/21
Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

3/10/2021

Deputy City Attorney

Date

# EXHIBIT A

# SCOPE OF WORK

Including any Addenda

# SCOPE OF WORK

## 1. OVERVIEW

The Company shall provide community-based and physical security services (hereinafter referred to as "the Services") to protect property and persons. Services shall include supervision, labor, training, testing, background checks, equipment, materials, and supplies needed to provide armed and unarmed uniformed security guards, bicycle patrols and other ancillary services at City sites, special events, and for emergency requirements. Security guards shall assist in emergency situations, identify conflicts, intervene courteously, defuse potential problems, and perform other security-related functions as required by the City. Security Officers are a visual deterrent to possible problems at City facilities. The Services are to be provided City-wide year round. Services are anticipated to commence by April 1, 2021

Estimated usage is based on the City's previous annual activity; service levels cannot be fixed and will vary based on the City's annual needs. The City is under no obligation to order or maintain any minimum or maximum level of service. The current service locations are included in Attachment 1 and hereby incorporated.

## 2. MINIMUM COMPANY QUALIFICATIONS

(a) A minimum of five (5) current years of experience in providing and enforcing security services. Experience within the last five (5) years from RFP issuance will be considered current.

(b) Previous experience of at least two (2) government contracts in the Las Vegas Valley of similar scope *and* size. Experience of physical security at shopping malls and casinos shall not be considered relevant experience to satisfy this qualification requirement.

(c) The Company must be appropriately licensed pursuant to Nevada Revised Statutes (NRS) 648.060, and in compliance with all requirements of Nevada Administrative Code (NAC).

(d) The Company must have and maintain at all times a Company Representative licensed by the State of Nevada Private Investigators Licensing Board pursuant to NRS 648.060.

(e) The Company shall be licensed by the State of Nevada to do the type of work required under these Services in accordance with Nevada State laws.

(f) The Company must be able to provide a minimum of at least 50 qualified guards at the time of Contract Award.

## 3. COMPANY RESPONSIBILITIES

(a) **Staffing and Disciplinary Action**

The Company shall ensure the security guards meet or exceed the minimum hiring standards set forth in the Scope of Work. The Company shall submit documentation of compliance with all security guard minimum qualifications to the City Department before assignment of the individual, and shall submit renewed documentation as applicable or as requested by the City Department. The Department reserves the right to reject any employee it deems unqualified.

The Company must promptly report to the City Department any pending disciplinary proceedings brought forward by an administrative licensing agency. The Company shall resolve any disciplinary problems with assigned security guards by, at minimum, instituting corrective action and reporting to the City Department(s) to which the guard is assigned.

The Company shall furnish, at their expense, all supervision required to ensure the necessary management of their personnel. The Company shall provide sufficient backup security guards in times of personnel shortages due to vacations, illness, and inclement weather.

(b) **Training Program**

The Company shall provide training for all personnel providing the Services under this Contract and the training shall be consistent with their job title. The Company shall provide a copy of the Training Program to the City for

review. If significant changes are made to the Training Program, the Company shall promptly provide the City either the revised Training Program or a written notification of the changes made.

(c) **Drug Screening and Background Checks**

At the Company's own expense, the Company shall perform criminal background checks and urine drug tests for all personnel. Background checks must be fingerprint based **criminal background check (State of Nevada and Federal Bureau of Investigation). Prior criminal convictions** or any ongoing involvement with a criminal or civil court matter may be cause for denial.

(d) **Uniforms and Equipment**

The Company shall provide personnel with an easily identifiable and professional uniform. Shoulder patches and chest name plates identifying the personnel should be included. The Company assumes full responsibility for all equipment issued by the City for performance of the Services specified in this Contract. The Company must reimburse the City in the event equipment is lost or damaged by the Company's personnel.

(e) **Non-Emergency and Emergency Contact Information**

(i) The Company shall provide to Purchasing and Contracts and the applicable City Representative(s)/ Project Manager(s) the contact information for all key personnel including a non-emergency and emergency contacts. The key personnel shall be knowledgeable of Contract requirements and responsible for handling and performing the Services as specified in the Contract. Any changes in key personnel or contact information shall be communicated to the City in writing within five (5) calendar days.

(ii) The Company must supply a 24-hour telephone number for immediate response for significant personnel issues, emergencies, or other urgent matters.

(iii) The Company shall consistently maintain a line of communication with the City's Department of Public Safety. This includes but is not limited to call-outs for incidents, such as trespass and battery incidents, and review of Company's policies and use of force incidents.

(f) **Subcontractors**

The Company shall not delegate any of its duties or responsibilities under the Contract to any subcontractor without prior written consent of the City. If approved by the City, subcontractor shall adhere to all the terms and conditions of the Contract.

(g) **Cost and Fees**

All wages, payroll, taxes, benefits, and fees related to security office recruitment, drug testing, indoctrination, training, uniforms, mileage reimbursement and per diem shall be paid by the Company at no additional cost to the City.

(h) **Reports**

The following are reports expected of the Company:

(i) Usage Report. The Company shall submit a monthly report (hereinafter referred to as "Usage Report") to the Purchasing and Contracts Department of the previous month's City-wide usage of the Services. Report must be provided no later than the 15th of the following month, unless otherwise mutually agreed. Report should be in a reasonably acceptable format and must include the following details:

(1) City Representative/Project Manager and Site where the Services were rendered;

(2) Guard First and Last Name;

(3) Position/Title of the Guard;

(4) Date and Hours worked by the Guard;

(5) Hourly Rate Charged;

(6) Additional Charges; and

(7) Applicable purchase order number.

(ii) Incident Report. The Company shall at a minimum prepare and maintain accurate reports of incidents including loss, theft, or damage of City property and personnel related incidents at each site. The Incident Report should be used only to document situations that are unusual or out of the ordinary. Reports shall be furnished to the City within twenty four (24) hours of incident unless otherwise notified. Incident reports shall include, at a minimum, the date, time, and shift of incident occurrence; the guard's name; City personnel contacted; and a complete written report of the incident. This report shall be used to document the events that took place relative to a given incident.

(iii) Activity Report Log/Shift Report. As requested by the individual City site(s), the Company shall furnish an accurate Activity Report Log at the conclusion of each shift. The Activity Report Log shall include, at a minimum, the date, shift, guard's name, daily activity, time of activity, and any items that need to be documented that have been identified while the security guard is on duty. The report must summarize hours worked, charges, issues encountered, unusual events that occurred with the report period, and any other reasonable information being requested by the City Representative/Project Manager. This log shall be used to document the activities that are being performed by each security guard while on duty. As applicable and if agreed upon by the City Department, Incident Reports can be included as part of this report package and not submitted separately. Copies of these reports shall be given to the City Representative/Project Manager who will disburse to the proper City personnel as necessary.

(iv) As requested by the individual City site(s), the Company may be required to submit additional reports, in a format reasonably acceptable to the applicable City Representative/Project Manager. Reports should be provided to the City Representative/Project Manager on the mutually agreed date.

(i) **Transition:**

If applicable, at the full expiration of the Contract and when the Services under a new contract with a new vendor are anticipated to begin, the Contractor shall work with the City and new vendor in providing the Services for an orderly transition to the next contract.

## 4. STAFFING

(a) **Staffing Categories**

The City currently uses the below positions for the required services.

(i) Account Manager/Site Manager

(ii) Armed Guard

(iii) Bike Officer

(iv) Bike Officer Supervisor

(v) Lead Armed Security Officer

(vi) Roaming Cart Patrol

(vii) Roaming Patrol

Exhibit B of the Contract will dictate the final established positions, labor categories, job descriptions and duties. Actual staffing requirements will be determined by security needs per City site or event.

(b) **Standard Minimum Qualifications Security Guards**

All security guards assigned to the City must meet the following minimum qualifications. The City's Department, in their sole discretion, may require replacement of any security guard assigned to the City who does not meet these standards.

(i) The City expects experienced security guards at the City locations.

(ii) Security guards must not be wanted, convicted, under investigation, or on release pending criminal charges for any felony, or crime of moral turpitude.

(iii) Security guards must have the ability to read, write and speak English, and must be at least 21 years old with a high school diploma or G.E.D. Some Department's may prefer Bilingual security guards. Bilingual preference will be noted the specific site.

(iv) As applicable, security guards must be familiar with their current respective post orders and be able to perform the physical duties of the job.

(v) Security guards must be able to maintain a clean, neatly groomed and professional appearance.

(vi) Security guards must be professional, courteous, and responsible to the satisfaction of the City.

(vii) Security guards must possess above average communication skills in order to effectively interact with patrons and staff.

(viii) Security guards must have completed City training, Company training, and State of Nevada training as required by NRS and NAC Chapter 648.

(ix) Security guards must be physically fit and have passed a drug screening.

(x) Security guards must be fully capable of performing normal and emergency job-related tasks and duties that include:

(1) Standing or walking for the entire shift;

(2) Climbing stairs or ladders;

(3) Running for short distances; and

(4) Self-defense.

(xi) All security guards must possess a valid Private Investigators Licensing Board (PILB) issued work card (guard card). Armed security guards shall be registered, licensed and/or certified as required by the State of Nevada which includes but is not limited to possession of the appropriate PILB work card and gun certification card (white card) while on duty. The guard or the Company shall be the registered owner of the firearm carried. The gun certification card shall certify the security officer for the same type of firearm.

(c) **Guard Duties and Responsibilities**

(i) The security guard will receive site specific or general post duties by the City's using Department.

(ii) Security guards must wear neat, clean, and presentable employer-provided uniform while on duty.

(iii) Security Guards must carry communication equipment to be able to communicate with their supervisor, their home office, 911, Metro police and the City's Departments.

(iv) Keys or access cards may be issued to the Security Guards by the City Departments for specific sites. The Security Guard is responsible for security and maintaining the keys or access cards. City Departments may replace lost keys or access cards at the Company's expense.

(v) In the event of an emergency, (i) immediately call 911 then (ii) contact the City Marshal's Dispatch and (iii) take all appropriate action until assistance arrives. The City Representative/Project Manager shall be notified as soon as possible, but only after the area/situation is deemed safe. Notification to the City Representative/Project Manager shall not exceed one (1) hour.

(vi) Security guards shall first attempt to resolve conflicts with non-violent strategies. Actions in breaking up a physical disturbance should be limited to a visual and vocal presence. Security officers are not to become embroiled in any altercation that cannot be quelled by their presence or words.

(1) Unless otherwise required by the specific site, Metro police or City Marshals are to be notified if the above efforts fail. Security Officers are responsible for efficient performance of their duties under normal and emergency conditions. Weapons, if any, are to be used only in immediate, life threatening situations. Weapons are not to be used in, and Security Guards will not engage in, pursuit of suspects. Under no circumstances are weapons to be used to intervene in a crime against property, such as theft or burglary.

(vii) Security guards shall immediately report potentially hazardous conditions and items in need of repair to the City Representative/Project Manager.

(d) **Standards of Conduct**

A high standard of conduct is expected of Security Officers working for the City. Examples of unacceptable conduct include, but are not limited to:

1. Drinking intoxicants or smoking while on duty or immediately before reporting for duty; use of narcotics or habit-forming drugs. Reporting for duty under the influence of alcohol or drugs is strictly prohibited and shall be cause for immediate removal from the Facility and termination from assignment within the City.
2. Carrying of any weapon except those required by the post orders and designated tier for armed guards.
3. General inefficiency or incompetence; discourtesy, insolence, or the use of profanity.
4. Sleeping, watching television, playing video entertainment games, or otherwise engaging in any activity, which distracts the guard's attention on duty.
5. Insubordination; neglect of duty or failure to perform duties fully; making false statements and/or reports.
6. Unauthorized use of City phones, computers, coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, printers, fax machines, copy machines, cell phones, vehicles of any kind, and any other City property.
7. Willful neglect of City property.
8. Failure to report known violations of City policies, procedures, rules, and regulations, unlocked doors and windows on buildings and cars.
9. Use of excessive force.
10. Sexual harassment of any kind.
11. Any act of commission or omission contrary to good order and discipline or constituting a violation of City and County policies, procedures, rules, and regulations or state, local and federal laws.

## 5. SERVICE LOCATIONS AND HOURS

(a) **Hours and Shifts**

Specific coverage hours and shifts for each location vary and general description for reference is provided in Attachment 1. Overtime Shifts are a non-scheduled shifts, call backs, or extensions of a regular shift in which the City requires a specific security guard to stay on duty. Security Guards may not incur overtime unless authorized to do so by the City Department prior to the provision of the overtime services.

(b) **Changes in Standard Coverage**

The City may change the standard coverage hours at any time during the duration of the contract via written communication to the Company. If the changes are for Fixed Services as described in Attachment 1, changes shall be processed via Task Order pursuant to the Contract Terms.

Under normal circumstances, the City will provide the Company with a minimum of 48 hours' notice of any significant change in the Services and/or scheduling as required. Changes which result in a *permanent* reduction of Fixed Services are to be communicated to the Company with a minimum two (2) weeks' notice prior to the reduction taking place.

(c) **Addition or Deletion of Guards**

The City reserves the right to add or delete guards as necessary at the hourly rates specified in Exhibit B. The City further reserves the right to add additional locations, hours, as well as guards, as the need arises. The City reserves the right to request replacement of any guard that does not comply with the terms, conditions, and Scope of Work of the Contract**.**

The City Departments may, at any time or from time to time and for any reason whatsoever, notify Company that it will no longer accept the Services performed by any one or more of the Company's personnel. The City shall have no obligation to disclose the reason for any such notice. In the event of such notification, the Company shall promptly remove personnel and take immediate steps to insure that its performance under the Contract is not reduced.

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# ATTACHMENT 1

## FIXED SERVICE LOCATIONS

The City Departments and sites requiring the Services may change at any time. The current City Departments and City sites requiring Fixed Services at the time of RFP issuance are listed below. The site specific Scope of Work is included in Sections A-E.

Section A. Department of Community Services Community Partnerships Division:

(i) Courtyard Homeless Resource Center

(ii) Courtyard – Employee Parking Lot

(iii) Courtyard – Expansion

(iv) Recuperative Care Center (Medical Respite)

(v) Health and Wellness Center

(vi) The Arrow – Homeless Transportation Service

Section B. Department of Public Works Environmental Division:

(i) Water Pollution Control Facility (WPCF)

(ii) Water Pollution Control Facility Solar Site

Section C. Department of Economic and Urban Development Parking Division:

(i) City Center Garages and Lots

*This site includes various other lots described in detail in further detail in Section C

(ii) Neonopolis Parking Garage

(iii) Special Events

*Services for Smith Center Lots at Symphony Park and the Cashman Field Parking Lots are only required for Events

Section D. Department of Operations and Maintenance Facilities Management Division:

Development Services Center* (DSC)
333 North Rancho Rd
Las Vegas, NV 89106
*The City anticipates this building will be transitioned out of the contract at future date that may require a reduction in the required Services for this location.

## AS-NEEDED SERVICE LOCATIONS

The City may also request services at various other City locations as-needed for Special Events at various City locations, hours, and days year round. The details on the requirements for Special Events are included in Section E.

# SECTION A

**DEPARTMENT: COMMUNITY SERVICES**

**DIVISION: COMMUNITY PARTNERSHIPS DIVISION**

**LOCATION(S): SEE BELOW**

**(i) COURTYARD HOMELESS RESOURCE CENTER**

**1401 N. LAS VEGAS BLVD**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: 24 HOURS A DAY/ 7 DAYS A WEEK**

**(ii) COURTYARD – EMPLOYEE PARKING LOT**

**1425 N. MAIN ST.**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: 24 HOURS A DAY/ 7 DAYS A WEEK (THROUGH DECEMBER 2020)**

**(iii) COURTYARD – EXPANSION**

**314 FOREMASTER LN.**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: 24 HOURS A DAY/ 7 DAYS A WEEK**

**(iv) RECUPERATIVE CARE CENTER (MEDICAL RESPITE)**

**1581 N. MAIN STREET**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: 24 HOURS A DAY/ 7 DAYS A WEEK**

**(v) HEALTH AND WELLNESS CENTER**

**1425 N. MAIN STREET**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: 24 HOURS A DAY/ 7 DAYS A WEEK (STARTING 2022)**

**(vi) THE ARROW – HOMELESS TRANSPORTATION SERVICE**

**1401 N. LAS VEGAS BLVD**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: MONDAY – FRIDAY 9AM - 6PM (TENTATIVE - PLANNING STAGE)**

## SECTION A-1 BACKGROUND

The Division of Community Partnerships for the Department of Community Services launched the Courtyard Homeless Resource Center (hereinafter referred to as “the Courtyard”) in 2017 as an innovative public-private partnership to provide a range of service providers in a central, convenient location with in the Corridor of Hope to provide homeless guests (hereinafter referred to as “Guests”) with access with various resources which includes but is not limited to the following:

- Housing
- Medical/Mental Health Services
- Legal Assistance
- Employment and Educational Opportunities
- Income/Benefit Assistance
- Clothing

- Personal Property Storage Bins
- Pet Kennel
- Additional Wraparound Services

The Courtyard currently sits on approximately 1.4 acres on the Southwest corner of Las Vegas Boulevard and Foremaster Lane. Infrastructure currently includes shade structures and a range of spaces housing clinic to case management office. An expansion of the Courtyard anticipated to be completed in 2022, and will result in new buildings with classrooms, an intake center, shower and restroom facilities, and areas for service providers to assist homeless individuals. The Courtyard also will feature mailboxes and a pet kennel. The expansion construction is occurring at 1401 Las Vegas Blvd. North, but the Courtyard will continue to operate at its current location. Courtyard expansion renderings are available at https://www.lasvegasnevada.gov/Residents/Neighborhood-Services/Homeless-Services/Courtyard-Gallery.

At the time of issuance of this RFP, the Courtyard can accommodate 500 Guests with an average of 320 Guests daily. After the expansion the Courtyard estimated to accommodate up to 800.

The Courtyard operates seven (7) days a week twenty–four (24) hours a day and runs as a low-barrier facility where Guests are free to go and come as they wish with minimal restrictions. Currently, there is only one entry point for Guests and a separate vehicle entry for visitors, vendors, and staff. Armed security personnel are to be visible everywhere on-site at all times as a visual deterrent to possible problems at the Courtyard. Guests are not expected to abstain from using alcohol or other drugs so long as they do not engage in these activities on-site and are respectful of other Guests, City Staff, and Contractors.

## SECTION A-2 SHIFTS AND STAFFING

Community Services operates a day, swing, and graveyard shift seven (7) days a week. The shifts are listed below:

Day Shift - 6:00 a.m. to 2:00 p.m.

Swing Shift - 2:00 p.m. to 10:00 p.m.

Graveyard Shift - 10:00 p.m. to 6:00 a.m.

To become familiar with the location, the procedures, and Guests of the Courtyard, the guards assigned should remain consistent.

The below are the approximate staffing levels at the Courtyard at the time of the RFP issuance. All posts for the guards are on a rotating schedule. These staffing levels and position types have been developed in collaboration with the current provider of the Services and provided for reference only.

| Location | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| Courtyard Homeless Resource Center | Armed Officer | Back Gate | Day | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Center Gate | Day | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Front Gate | Day | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Security Office | Day | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Roaming | Day | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Back Gate | Swing | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Front Gate | Swing | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Security Office | Swing | 1 |

| Location | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| Courtyard Homeless Resource Center | Armed Officer | Roaming | Swing | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Back Gate | Graveyard | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Center Gate | Graveyard | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Front Gate | Graveyard | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Security Office | Graveyard | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Roaming | Graveyard | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Roaming | Day | 1 |
| Courtyard Homeless Resource Center | Armed Officer | Roaming | Graveyard | 1 |
| Courtyard Homeless Resource Center | Shift Supervisor | Roaming | Day | 1 |
| Courtyard Homeless Resource Center | Shift Supervisor | Roaming | Swing | 1 |
| Courtyard Homeless Resource Center | Shift Supervisor | Roaming | Graveyard | 1 |
| Courtyard – Employee Parking Lot | Armed Officer | Front Gate | Day | 1 |
| Courtyard – Employee Parking Lot | Armed Officer | Front Gate | Swing | 1 |
| Courtyard – Employee Parking Lot | Armed Officer | Front Gate | Graveyard | 1 |
| Courtyard – Expansion | Armed Officer | Roaming | Day | 2 |
| Courtyard – Expansion | Armed Officer | Roaming | Swing | 2 |
| Courtyard – Expansion | Armed Officer | Roaming | Graveyard | 2 |
| Recuperative Care Center (Medical Respite) | Armed Officer | Roaming | Day | 3 |
| Recuperative Care Center (Medical Respite) | Armed Officer | Roaming | Swing | 3 |
| Recuperative Care Center (Medical Respite) | Armed Officer | Roaming | Graveyard | 3 |
| Recuperative Care Center (Medical Respite) | Shift Supervisor | Roaming | Day | 1 |
| Recuperative Care Center (Medical Respite) | Shift Supervisor | Roaming | Swing | 1 |
| Recuperative Care Center (Medical Respite) | Shift Supervisor | Roaming | Graveyard | 1 |

| | | | | |
|---|---|---|---|---|
| Recuperative Care Center (Medical Respite) | Armed Site Supervisor | Roaming | Varies | 1 |
| | | | Total: | 42 |

| Upcoming Locations | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| Health and Wellness Center | TBD | TBD | TBD | TBD |
| The Arrow – Homeless Transportation Service | TBD | TBD | TBD | TBD |

**SECTION A-3 GUARD RESPONSIBILITIES**

(1) Guards assigned to this location must be comfortable and have experience working with similar homeless populations.

(2) Guards are not to become embroiled in any altercation that can be quelled by their presence or words. If those efforts fail, guards are permitted to physically engage a guest to protect the safety of other Courtyard guests or staff members. Law Enforcement will be notified after every physical engagement. Guards are responsible for efficient performance of their duties under normal and emergency conditions. Guards should use good judgment and extreme caution with all decisions to utilize their duty belt deterrents. Weapons, if any, are to be used only in immediate, life threatening situations. Weapons are not to be used in, and Guards will not engage in, pursuit of suspects. Under no circumstances are weapons to be used to intervene in a crime against property, such as theft or burglary

(3) Guards are to keep the incidents to a minimum by engaging in de-escalation of incidents at the Courtyard. Guards are expected to use de-escalation techniques for any observable issues at the Courtyard.

(4) Guards shall provide basic first aid for guests with minor injuries, and call 911 for Guests experiencing medical emergencies.

(5) Guards must monitor security cameras for all facilities and provide video footage, as needed.

(6) Guards will cooperate with Law Enforcement. Cooperation with Law Enforcement includes, but is not limited to, providing information and access to video footage to all law enforcement agencies upon request.

(7) Guards will perform welfare checks every thirty (30) minutes at the portable restrooms.

(8) Guards must check the property for abandoned bags and large items. For any abandoned items, guards must help locate the owners of and/or assist with the disposal of abandoned items.

(9) Guards are required to complete City incident reports for all accidents, Guest falls, and thefts.

(10) The Account Manager shall notify the City Representative/Project Manager immediately following an emergency.

(11) Guards shall report any use of force incidents to City Representative/ Project Manager no later than one (1) hour of the incident without excuse.

(12) As applicable to the post, Guards are responsible for:

(a) Managing and maintaining the vehicle logs for all cars entering and exiting the property.

(b) Complete the form and maintain a log of Guest vehicles that are parked at the Courtyard overnight

(13) Guards will sign-in and monitor Guests who enter the building to use the public phones and computers.

(14) Guards will provide courtesy calls for homeless individuals outside of the Courtyard. Guards are expected to call 911 if they witness incidents where assistance is needed, or at the request of people in the areas outside of the Courtyard.

(15) Guards assigned to the Courtyard are responsible for maintaining their Hepatitis vaccines currently.

(16) Until further notice, Guards will be required to conduct health screening to which currently includes taking the temperature of all Guests, Staff and Vendors that enter the buildings and ensure they complete the COVID screening questions.

(17) Guards will provide security for staff and vendors if they are cleaning or doing repairs to the outside of the property.

(18) Guards will provide escorts for Vendors providing services in Guest areas and public tours as requested.

(19) Guards will escort staff from the employee parking lot to their work destination to ensure their safety.

(20) Guards are to act in a profession manner and be polite to all persons entering or exiting the Courtyard. The guards are to be knowledgeable of Courtyard policies and resources, as determined by Community Services, and direct the Guests accordingly.

(21) Guards are an integral and involved partner at the Courtyard. Security is often the first point of contact. They are expected to build relationships with the Guests and encourage the Guests to meet with Courtyard staff for services. As such, they are expected to act as customer service ambassadors through the course of their work by engaging in the following tasks in addition to the regular security tasks:

- Way finders – providing directions to incoming Guests
- Provide bus passes, at their discretion, to Guests
- Managing the Security Office's telephone line – Guards must answer phone calls at all times. As part of this requirement, guards are to provide the Las Vegas Metropolitan Police Department with the Courtyard's daily bed count availability to assist in meeting the requirements of the Encampment Ordinance.
- Receive all package and mail deliveries

(22) Guards not behaving as customer-service ambassador or deemed by Community Services not to be a good fit with the environment of the Courtyard may be asked to be removed. The Company is expected to maintain coverage for all shifts at their expense until the Guard is replaced.

## SECTION A-4 TRAINING

(1) All guards assigned to the Courtyard must have blood borne pathogen training, CPR training, and de-escalation techniques training.

## SECTION A-5 ANCILLARY SERVICES

(1) **Special Events at the Courtyard:** From time to time, Community Services hosts Special Events at the Courtyard that temporarily increases the volume of Guests. Increased staffing levels may be required for Special Events. Examples of the types of Special Events include, but are not limited to, the Giving Project. The aforementioned Special Event may temporarily increase the Client population to 500-600 people.

Requests for additional guards for special events will be made at least one-week prior to the event date and may be provided at the weekly check-in meeting. The Company shall provide confirmation of additional coverage for the Special Event no later than twenty-four (24) hours after request notice.

(2) **Court Proceedings:** Security Guards are to attend Court proceedings for events in which they were involved or witnessed such as acts of violence or trespassing. The attendance of the guards may be billed at Overtime Rates if the guard has exceeded 40 hours in the workweek.

## SECTION A-6 DELIVERABLES/REPORTS

(1) End of Shift Reports shall be provided daily to the Community Services for each of the three (3) shifts. Applicable Vehicle Logs and Overnight Guest Vehicle Forms, must be included with the End of Shift Reports.

(2) Anytime incidents which require use of force by the guards occur, Use of Force reports shall be provided to Community Services within twenty-four (24) hours of the event to Community Services.

## SECTION A-7 COMPANY RESPONSIBILITIES

(1) At least one (1) Account Manager must be assigned to the Courtyard to manage all items related to the Company's services at the Courtyard.

(2) The Company is responsible for all supervision of its' personnel. Supervisory personnel at the agreed upon levels must be on duty 24 hours a day, 7 days a week and all holidays.

(3) Assigned Account Managers shall be required to attend the Department's weekly check-in meeting.

(4) The Company shall be responsible for collaborating with Community Services to mutually develop and revise, as needed, a Safety Plan and Trespass Policies at the various sites.

(5) Company shall also be required to provide guards with a three-point holsters for the performance of the Services. Belt must be supplied with a Taser, functioning pepper spray or mace-type tear gas canister, baton, and flashlight. Guards must be trained in use of equipment.

## SECTION A-8 CITY RESPONSIBILITIES

(1) Community Services will provide communication equipment at its locations
(2) Community Services offers Hepatitis vaccines for CLV employees at risk of exposure at the Courtyard. Vaccines will be extended to Security Guards at the City's expense.

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# SECTION B

**DEPARTMENT:** **PUBLIC WORKS**

**DIVISION:** **ENVIRONMENTAL**

**LOCATION(S):** **SEE BELOW**

**(i) WATER POLLUTION CONTROL FACILITY (WPCF)**

**6005 EAST VEGAS VALLEY DRIVE**

**LAS VEGAS, NV 89142**

**(ii) WATER POLLUTION CONTROL FACILITY SOLAR SITE**

**6321 VEGAS VALLEY DRIVE**

**LAS VEGAS, NV 89142**

**SHIFT COVERAGE:** **24 HOURS A DAY/ 7 DAYS A WEEK**

## SECTION B-1 BACKGROUND

The City's wastewater treatment plant, referred to as the Water Pollution Control Facility (hereinafter referred to as "WPCF") , is responsible for managing wastewater treatment for the City to exceed state and federal requirements for the safe return of water to the Las Vegas Wash and Lake Mead. The WPCF main site of approximately 138 acres is located at 6005 East Vegas Valley Drive and operates around-the-clock, 365 days a year. Although the site is in operation 24/7, regular business hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. In addition to the WPCF, a three megawatt solar power plant of approximately 32 acres, referred to as the WPCF Solar Site, used to provide power for the WPCF plant, is located on land adjacent to the WPCF.

As critical infrastructure, security at the WPCF and Solar Site is paramount to the City. Access to the WPCF is managed and controlled closely at the main gate. All persons entering the facility must check-in at the guard shack located at main gate.

## SECTION B-2 SHIFTS AND STAFFING

To become familiar with the location, the procedures, and visitors at the WPCF, the guards assigned should remain consistent.

The standard shifts for the guards are listed below:

Day Shift - 6:00.a.m. – 2:00 p.m.

Swing Shift - 2:00 p.m. – 10:00 p.m.

Graveyard Shift - 10:00 p.m. - 6:00 a.m.

The below are the approximate staffing levels at the WPCF at the time of the RFP issuance. These staffing levels and position types have been provided for reference only, but may be subject at any time as deemed necessary.

| Location | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| Water Pollution Control Facility | Unarmed Officer | Stationary | Day | 1 |
| Water Pollution Control Facility | Unarmed Officer | Stationary | Swing | 1 |
| Water Pollution Control Facility | Unarmed Officer | Stationary | Graveyard | 1 |

| Location | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| Water Pollution Control Facility Solar Site | Unarmed Officer | Roaming - Cart | Swing | 1 |
| Water Pollution Control Facility Solar Site | Unarmed Officer | Roaming - Cart | Graveyard | 1 |
| | | | Total: | 5 |

**SECTION B-3 GUARD RESPONSIBILITIES**

(1) The guard shack must be staffed at all times. On a daily basis, City suppliers, City employees, Republic Services trucks, Western Elite trucks, and other visitors enter the WPCF. Guard will be required to communicate via radio any entries.

(2) The WPCF also requires a roaming security guard which will be patrolling via a cart. Guard is expected to patrol the perimeter for both the WPCF and Solar Site.

(3) The Roaming Security guard must be able to safely operate the City-provided cart.

**SECTION B-4 TRAINING**

(1) All guards assigned to the WPCF are required to complete Water Pollution Control Facility Orientation.

(2) The roaming guards assigned to the WPCF are required to complete some sort of Company provided Vehicle Safety Training.

**SECTION B-5 RESERVED**

**SECTION B-6 DELIVERABLES/REPORTS**

Copies of (1) guard shift reports and (2) cart inspection reports must be provided to the WPCF City Representative/Project Manager.

**SECTION B-7 COMPANY RESPONSIBILITIES**

Any damage to the cart or any other City provided equipment is the Company's responsibility.

**SECTION B-8 CITY RESPONSIBILITIES**

(1) The City will provide a radio to the security guard at the gate station. Sanitary facilities are available at the guard station.

(2) A cart and radio is provided for the roaming security guard use by the City. The Roaming Patrol has an office with sanitary and break facilities available on the WPCF site.

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# SECTION C

**DEPARTMENT:** **ECONOMIC AND URBAN DEVELOPMENT**

**DIVISION:** **PARKING**

**LOCATION(S):** **SEE BELOW**

**(i)** **<u>CITY CENTER GARAGES AND LOTS</u>**

**(a) MAIN STREET PARKING GARAGE**
**500 S. MAIN ST.**

**(b) CITY PARKWAY GARAGE**
**350 S. CITY PKWY**

**(c) CITY CENTER GARAGE**
**455 S. 3RD STREET**

**(d) PROMEMADE GARAGE**
**355 PROMENADE PLACE**

**(e) 7TH & OGDEN LOT (7TH ST LOT)**
**748 E OGDEN AVE.**

**(f) 923 S 3RD LOT**

**(g) CARSON LOT**
**200 S LAS VEGAS BLVD**

**(h) CLAY ARTS LOT**
**1519 S. MAIN ST.**

**(i) CONTAINER PARK LOT**
**146 S 7TH ST**

**(j) DESERT GOLD LOT**
**123 W COLORADO ST.**

**(k) DOWNTOWNER LOT**
**108 N 8TH ST**

**(l) FUNKYARD LOT**
**1216 SOUTH CASINO CENTER**

**(m) GOLDSPIKE LOT**
**537 E. OGDEN AVE**

**(n) HOOVER ALLEY LOT**
**300 HOOVER ST**

**(o) HOOVER LOT**
**829 S. 4TH ST**

**(p) JOHN E CARSON LOT**

**(q) 120 S. 6TH ST LLAMA LOT**
**902 FREMONT ST**

**(r) OASIS LOT**

**217 N LAS VEGAS BLVD**

**(s) POST OFFICE LOT**

**560 E CARSON AVE**

**(t) RON'S LOT**

**506 FREMONT ST**

**(u) SHEPARD LOT**

**205 N 6TH ST**

**(v) SYMPHONY PARK LOT**

**350 PROMENADE PLACE**

**(w) TRIPLE B LOT**

**601 FREMONT ST**

**(x) WESTERN LOT**

**801 FREMONT ST**

**(ii) NEONOPOLIS PARKING GARAGE**

**450 FREMONT ST.**

**LAS VEGAS, NV 89101**

**(iii) SPECIAL EVENTS**

**(a) SMITH CENTER LOTS AT SYMPHONY PARK**

**361 SYMPHONY PARK AVE.**

**LAS VEGAS, NV 89106**

**(b) CASHMAN FIELD PARKING LOTS**

**850 LAS VEGAS BLVD N**

**LAS VEGAS, NV 89101**

**SHIFT COVERAGE: 24 HOURS A DAY/ 7 DAYS A WEEK**

**SECTION C-1 BACKGROUND**

The Parking Division is responsible for the management of various parking garages and lots in the City's jurisdiction. Management of the various Sites includes the presence of security guards to help prevent, deter, report, and address issues at the Sites. There are approximately 25 currently Sites as listed in the above Locations Sites (i) a through (i) (w) and referenced to as City Center Garages and Lots, that require Fixed Services year-round.

In addition to the Fixed Services, Parking has historically used the Services for ad hoc services. Examples of the ad hoc services includes bike patrol at the Lights games at the Cashman Field Parking Lots, garage and lot bike patrol for Smith Center shows, and one-time events for special projects like providing security for an Uber staging pilot. These services would be requested as-needed.

While the exact location may not always be known, the above Locations Section (iii) lists two common Sites. Annually, seventeen (17) home games are tentatively scheduled at Cashman Field. Approximately twelve (12) hours of Security per game are requested at that Site. For Smith Center events, an average of six (6) hours per event/show are requested with at least two (2) weeks notification prior to show date. The number of planned events are at Smith Center are unknown by the City. These as-needed services are for security guard service hours and do not require supervisor service hours.

## SECTION C-2 SHIFTS AND STAFFING

The standard shifts for the guards are listed below:

Day Shift – 7:00 a.m. to 3:00 p.m.
Swing Shift – 11:00 am to 7:00 p.m.
Bike Patrol Swing – 11:00 am to 7:00 p.m.
Hybrid Shift – 7:00 p.m. to 12:00 a.m.
Graveyard Shift – 11:00 p.m. to 7:00 a.m.

The below are the approximate staffing levels at the time of the RFP issuance. These staffing levels and position types have provided for reference only, but may be subject to change at any time as deemed necessary.

| Location | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| City Center Garages and Lots | Unarmed Officer | Roaming - Bike | Day | 1 |
| City Center Garages and Lots | Unarmed Officer | Roaming | Hybrid | 1 |
| City Center Garages and Lots/Neonopolis | Site Supervisor (Unarmed) | Roaming - Bike | Varies | 1 |
| Neonopolis Parking Garage | Unarmed Officer | Roaming - Bike | Swing | 1 |
| Neonopolis Parking Garage | Unarmed Officer | Roaming - Bike | Graveyard | 1 |
| Neonopolis Parking Garage | Unarmed Officer | Roaming - Bike | Hybrid | 1 |
| | | | Total: | 6 |

## SECTION C-3 GUARD RESPONSIBILITIES

(1) Guards assigned to the City Center Garages and Lots are required, at a minimum, to patrol each location three (3) times during their shift and use the Guard Management software to document it.

(2) Day and Swing shifts assigned to the Neonopolis garage must remain roaming on site for the entire duration of shift. As long as guard is present at Neonopolis, Hybrid and Overnight shifts may check adjacent Fremont area Parking lots during inactive periods at Neonopolis.

(3) Guards must follow Standard Operating Procedures (SOPs) for each location as required by Company internal policies and Parking. Guards break times must be documented in Guard Management software and in compliance with Nevada State Regulations. Any deviation from aforementioned responsibilities must be approved in advance by Parking.

## SECTION C-4 TRAINING

Guards must complete documented training that covers the following competencies PRIOR to working Parking locations:

(1) Introduction to Contract Security

(2) Legal Aspects of Private Security

(3) Note Taking and Report Writing

(4) Importance of Documentation

(5) Patrol and Observation

(6) Liability and Loss Prevention

(7) Appearance and Wellness

(8) Exceptional Customer Care

(9) Difficult People or Situations

(10) Introduction to Safety

(11) Personal Safety

(12) First Aid, CPR and AED Overview

(13) Harassment

(14) Workplace Violence

(15) Emergency Management

(16) Indicators of Terrorist Surveillance

(17) Video Surveillance

(18) Bomb Threats

(19) Media Management

(20) Post Orders (trained onsite within first 15 days of employment)

**SECTION C-5 ANCILLARY SERVICES**

Guard Management software solutions must be a mobile application. At a minimum, the software solution must be able to do and capture the following:

- Workforce Management Tools
- Emergency Communications
- GPS Tracking and Alerts
- Capability of Communicating Issues/Hazards/Incidents- Daily real-time email alerts include (but not limited to) the following incident and emergency events:
- loitering/trespassing removal, parking equipment damage/issues, garage lot maintenance issues, vehicle damage, events requiring Marshal's presence)
- Real-time Data
- AI Technology able to suggest workflows
- Ability to provide Reports

Number of application licenses and hardware needed is contingent on the number of roaming bike officers. Number of application licenses and hardware needed is contingent on the number of roaming bike officers. Software should not be hosted on City server or hardware.

**SECTION C-6 DELIVERABLES/REPORTS**

(1) To Parking Administrator- Auto-generated email (weekly activity report) containing the following: all shifts for entire week, shift times, guard name, exact time and amount each location checked, time required to complete tour, guard actions taken at each location, photo attachments as needed.

(2) To Parking Administrator and Business Specialist- Monthly itemized invoice of all hours worked including guard name, location/event, shift and rate.

## SECTION C-7 COMPANY RESPONSIBILITIES

(1) Company must ensure guards are trained in competencies outlined in Training section prior to working Parking locations.

(2) Company must provide uniforms in compliance with Company/Parking and Security industry guidelines.

(3) Company must be able to staff ad hoc events with as little as one (1) week notification prior to event start.

(4) Company must be able to provide a workforce management solution software application and applicable hardware.

## SECTION C-8 CITY RESPONSIBILITIES

(1) Parking will provide five (5) bicycles and five (5) helmets for the Roaming Bike Guards. Parking will reimburse the Company for the maintenance bicycles.

(2) Parking will be responsible payment of the license for access to the Company's Guard Management software solutions application.

(3) Parking will provide access to two (2) break room/offices located at City Centre and Neonopolis garages. Note: Office is shared between security and garage operator staff.

(4) Parking will be responsible for functionality of closed camera system at City Centre and Neonopolis garages.

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# SECTION D

**DEPARTMENT:** **OPERATIONS AND MAINTENANCE**

**DIVISION:** **FACILITIES MANAGEMENT**

**LOCATION(S):** **DEVELOPMENT SERVICES CENTER**
**333 NORTH RANCHO RD**
**LAS VEGAS, NV 89106**

**SHIFT COVERAGE:** **24 HOURS A DAY/ 7 DAYS A WEEK**

## SECTION D-1 BACKGROUND

The Development Services Center (DSC) was set-up to provide residents and developers with a one-stop shop for all the key functions related to the City's building and development review process. However, services previously provided at the DSC will be relocated to City Hall effective November 16, 2020 with the last day of Development Services operation at DSC being November 12, 2020.

This move will not include the relocation of other non-city of Las Vegas tenant at the DSC, including the Southern Nevada Health District and the Law Offices of James J. Ream. The City currently plans on selling the building in the near future but does not have an exact date. Until then, the City intends on providing the Services for the remaining tenants in the building.

## SECTION D-2 SHIFTS AND STAFFING

The standard shifts for the guards are listed below:

Day Shift – 8:00 a.m. to 4:00 p.m.
Swing Shift - 4:00 p.m. to 12:00 a.m.
Graveyard Shift – 12:00 a.m. to 8:00 a.m.

The below are the current staffing levels at the time of the RFP issuance. These staffing levels and position types have been provided for reference only, but may be subject to change at any time as deemed necessary.

| Location | Type | Post | Shift | Number of Staff |
|---|---|---|---|---|
| Development Services Center | Unarmed Officer | Roaming | Day | 1 |
| Development Services Center | Unarmed Officer | Roaming | Swing | 1 |
| Development Services Center | Unarmed Officer | Roaming | Graveyard | 1 |
| | | | Total: | 3 |

## SECTION D-3 GUARD RESPONSIBILITIES

Guards are to patrol the perimeter of the building.

**SECTION D-4** **RESERVED**

**SECTION D-5** **RESERVED**

**SECTION D-6** **RESERVED**

**SECTION D-7** **RESERVED**

**SECTION D-8** **RESERVED**

# SECTION E

**DEPARTMENT:** **VARIOUS – SEE BELOW**

**(i) PARKS AND RECREATION**
**(ii) OFFICE OF CULTURAL AFFAIRS**

**DIVISION:** **SPECIAL EVENTS**

**LOCATION(S):** **VARIOUS – SEE BELOWSECTION 9.**

**SHIFT COVERAGE:** **24 HOURS A DAY/ 7 DAYS A WEEK – CONTIGENT ON THE EVENT**

## SPECIAL EVENTS

### SECTION E-1 BACKGROUND

Special Events can be categorized as routine City Department Sponsored events and Rental events taking place on City property. Special Events take place at various City locations, hours, and days as needed year round. Examples of City Department sponsored events include elections, neighborhood meetings, planning meetings, community workshops, and after-hours ceremonies.

Special Events includes festivals, performances, concerts in the parks, and now on the Third Street Linear park festival space. The need for the additional security is often driven by larger than typical numbers of attendees at the events and a need for additional coverage of large areas of park space. Some guards are assigned to assist with securing entrances and exits at events, and bag checks etc. Other services include securing facilities and equipment overnight to ensure no theft or damage occurs.

Third parties making use of City facilities for private functions and events are considered Rental Events. Rental Events may require security services arrangements at the third party's own cost. These services may or may not be requested by the City directly.

### SECTION E-2 SHIFTS AND STAFFING

While most Services will be required after hours, the Company should be able to provide Services 24/7. The exact time, hours, and type are unknown at this time. However, reservations are usually made in advance which will allow for the request to be submitted to the Company with advance notice. The using Departments will provide the exact requirements at the time of request.

### SECTION E-3 GUARD RESPONSIBILITIES

(1) Along with monitoring, guards providing the Services for Special Events at City Hall may be required to staff the Front Desk and check-in people.

(2) Until further notice, guards may also be tasked with proving health screenings. This includes supporting temperature checks, questionnaires, and assisting with enforcement of the mandatory mask requirement at events and facilities.

(3) Some guards may be assigned and required to assist with securing entrances and exits at events, and bag checks etc.

(4) Other responsibilities may include securing facilities and equipment overnight to ensure no theft or damage occurs, as applicable.

### SECTION E-4 TRAINING

Guards tasked with providing health screenings should be familiar with current City health screening procedures.

**SECTION E-5 RESERVED**

**SECTION E-6 RESERVED**

**SECTION E-7 RESERVED**

**SECTION E-8 CITY RESPONSIBILITIES**

The City will provide the required equipment to conduct health screenings such as touchless thermometers.

**SECTION E-9 LOCATIONS**

While the location of the Specials Events generally occur at City Hall, they can take place at other City locations. Locations may include but are not limited to the following:

Las Vegas City Hall – 495 S. Main St., Las Vegas, NV 89101

Las Vegas Senior Center - 451 E. Bonanza Rd, Las Vegas, NV 89101

Boulder Plaza - 1047 S. Main St., Las Vegas, NV 89101

Charleston Heights Arts Center – 800 S. Brush, St., Las Vegas, NV 89107

Centennial Hills Amphitheater – 7101 N. Buffalo Dr., Las Vegas, NV, 89131

Centennial Hills Active Adult Center – 6601 N. Buffalo Dr., Las Vegas, NV 89131

Chuck Minker Sports Complex – 275 N. Mojave Road, Las Vegas, NV 89101

Cimarron Rose Community Center – 5591 Cimarron Road, Las Vegas, NV 89149

Doolittle Community Center – 1950 N. J St., Las Vegas, NV 89106

Dula Gymnasium – 441 E. Bonanza Rd., Las Vegas, NV 89101

East Las Vegas Community Center – 250 N. Eastern Ave., Las Vegas, NV 89101

Floyd Lamb Park – 9200 Tule Springs Rd, Las Vegas, NV 89131

Historic Fifth Street School – 401 S. Fourth St, Las Vegas, NV 89101

Mirabelli Community Center – 6200 Hargrove Ave., Las Vegas, NV 89107

Sammy Davis Jr. Festival Plaza – 770 Twin Lakes Dr., Las Vegas, NV 89107

Stupak Community Center – 251 W. Boston Ave., Las Vegas, NV 89102

Veterans Memorial Community Center – 101 N. Pavilion Center Dr., Las Vegas, NV 89144

West Las Vegas Arts Center – 947 W. Lake Mead Blvd., Las Vegas, NV 89106

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# EXHIBIT B
# Excerpted Proposal

# Section 3 – Work Plan

**In this section, the Offeror is to provide a proposed approach to satisfy the requirements set forth in attached Statement of Work.**

Allied Universal provides both armed/unarmed services, vehicle and foot patrols, traffic and parking control, access control and CCTV and alarm monitoring, Life/Fire Safety services, emergency response, escort services, magnetometer screening, COVID screenings and all supervision and on-site management of the programs. Our security program for the City of Las Vegas is explicitly designed to meet the requirements of the City and also conforms to the stringent requirements of Allied Universal. These specifics include, but are not limited to:

- A highly qualified general manager designated to the contract, supported by experienced, local branch management and regional executive management
- Site-specific recruiting, screening, and hiring of security officers via local recruiters dedicated to the Las Vegas branch to ensure sufficient staffing and the right officers for the City.
- Automated staff schedule systems and documented procedures to prevent officers from no-call/no-shows and a notification system to alert Allied Universal and the City for quick response and resolution.
- Company-provided uniforms and appearance standards to represent the City of Las Vegas with the utmost professionalism, at no cost to the employee.
- Award winning training programs geared toward the City's specifics, continuously monitored through our compliance tracking systems. All officers are licensed and compliant with State and local regulations.
- Specialized customer service and concierge, "White Glove" training program to ensure officers make customer service a priority in their daily activities.
- Internal audits, regularly scheduled quality business reviews and program performance measurements to ensure compliance and satisfaction.
- Emergency response and extra coverage/special event plans, including AED/CPR and first aid training.
- Electronic methods of monitoring security professional activities, performance, attendance and daily activity and incident reporting.
- Allied Universal's field supervisor program provides after-hours post inspections, ongoing training, and emergency support. This is at no additional cost to the City.
- Formal retention and incentive programs rewarding officers for longevity, hard work, good judgment and continuous improvement.

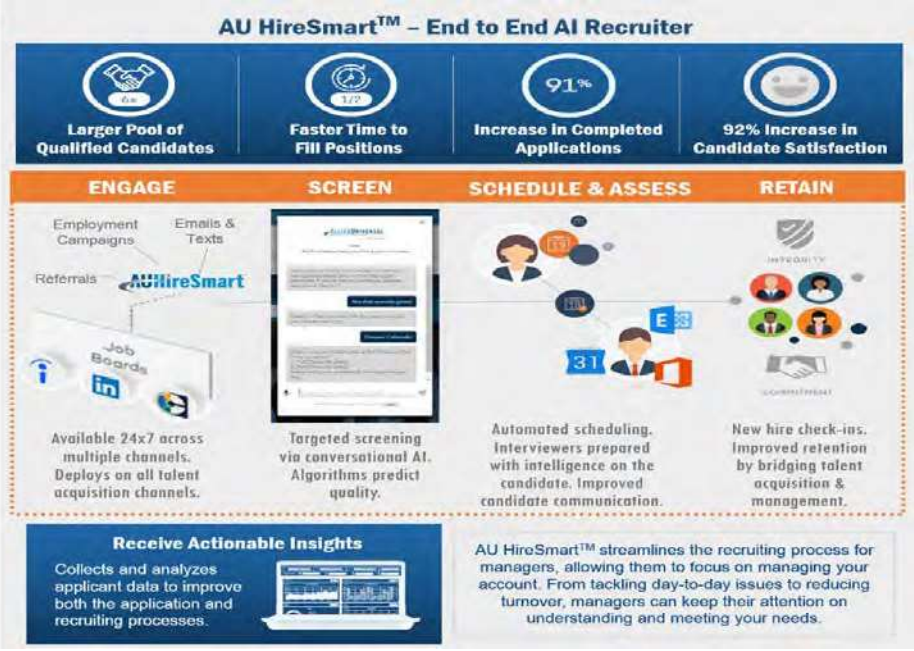
**As part of the work plan, Offer should address the following items:**

**a) Describe in detail your security guard hiring practices. Detail current security guard turnover rates in the Las Vegas area.**

AUS has extensive local Human Capital Management resources to implement and staff all City of Las Vegas facilities through our Officer Profile Selection Tool. Allied Universal utilizes a combination of our nationwide network of local and regional offices and innovative recruitment and screening systems to ensure all of our client's security posts are filled with the most capable Security Professionals in our industry. To stay ahead of this challenging recruitment environment, we have invested in a new program and are rolling out nationally, AU HireSmart™, which is an Artificial Intelligence (AI) solution for recruiting that immediately engages candidates in a chat-like question and answer session. This

integrated solution provides many unique benefits: Larger Pool of Qualified Candidates; Faster Time to Fill Positions; Increase in Completed Applications; 92% Increase in Candidate Satisfaction.

For the City of Las Vegas, we know that, overall, AU HireSmart™ improves the quality of services we provide while decreasing security officer's turnover by matching candidates with the jobs most suited to them and providing actionable steps to improve the process. Our recruitment is targeted at, but not limited to, individuals with a background in or experience as Military/Military Police, Police/Peace Officers and Corrections Officers.




The Las Vegas AUS branch employs over 1,800 armed and unarmed officers with a 58% overall turnover rate (includes voluntary and involuntary turnover as well as promotions/transfers). Here are turnover statistics for contracts that are armed and similar to the City of Las Vegas sites:

| Client Name | Turnover Percentage |
|---|---|
| State of Nevada (armed) | 45% |
| Las Vegas Clark County Libraries (armed) | 35% |
| City of Las Vegas Homeless Resource Center (armed) | 58% |
| Washoe County Courts in Reno, NV | 29% |
| Humboldt County Court & Elko Court | 0% YTD |

Allied Universal's Las Vegas branch office and regional Human Resources team are actively engaged with our management team and the security professionals from the beginning of the partnership. Human Resources manages the hiring and screening process. The number one objective of the Allied Universal's screening process is to identify quality security personnel. We consider background, experience, communication and interpersonal skills, and fit for the position. Qualified candidates are invited to formally interview with the local branch recruiting team.

| | |
|---|---|
| **Application Review & Assessment** | Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening. |

| | |
|---|---|
| **Interviews** | The initial in-person interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted, and candidates progressing beyond this level will attend our orientation program. |
| **Electronic I-9 and E-Verify** | Employment verification must be completed for all Allied Universal® employees to present proof of citizenship or authorized alien status. All potential employees are processed through E-Verify, the government's employment eligibility system, as well.<br>Allied Universal® has been a participant in the e-Verify program since November 11, 2010. (Company ID **722747**). |
| **Management Testing** | Management testing may involve one or more behavioral assessment tool(s) depending on the position. These help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit. |
| **Social Security Trace** | As an additional measure of precaution, we run Social Security checks on each candidate to verify identity and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process. E-Verify is completed for all employees. |
| **Criminal Background Checks** | Prior to being assigned to a post, each employee undergoes a criminal records background check (except where such is conducted as part of the state guard licensing agency). Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required. |
| **National Sex Offender Registry** | This additional step in the background check process searches the Federal Department of Justice, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available (where allowed by law). |
| **Pre-employment Drug Testing** | Oral ten-panel drug tests are completed prior to assignment for all applicants. Lab urinalysis testing is available at an additional charge. |
| **Motor Vehicle Report** | Security professionals designated to drive a vehicle are subject to Motor Vehicle Report checks to verify driving eligibility and must complete on-site training before they can operate a vehicle. |
| **Security Professional Integrity/Honesty Testing** | Behavioral Assessments are available on a pre-placement basis to help evaluate attitudes and behaviors linked to integrity, honesty, trustworthiness and customer service aptitude. Assessments are predictive but do not guarantee performance or behaviors, and are available for an additional charge |
| **Education and Employment Verification** | Education and employment checks can be completed for an additional charge. |

**b) Detail what classes or levels of professional security guard will be available to the City under this contract, and provide the following information for each:**

### i. Job/Position

**Armed and Unarmed Officers, Armed and Unarmed Site and Shift Supervisors, Unarmed Bike Officers:**

Classes or Levels of security professionals assigned to the City of Las Vegas account include armed officer level 3, armed shift leads level 4 and unarmed officers for bike patrol. Personnel recruited for the City of Las Vegas are the most experienced we have, up to and including Post Equivalency standards with minimum years of experience required as an armed officer.

### ii. Job Description

Security Officers shall be responsible for the protection of City of Las Vegas property and equipment as well as the safety and protection of customers and employees and their property while on City premises. Security officers shall assist in emergency situations and be able to identify conflict and intervene expeditiously and courteously. Security officers will serve as a visual deterrent to possible problems at City facilities. Duties will consist of vehicle and foot patrols, access control and monitoring surveillance cameras, alarm monitoring, onsite and offsite event security, Life/Fire Safety services, escort services, emergency response, and COVID screenings.

### iii.Minimum Hiring Qualifications

Post Equivalent qualification and multiple years verifiable armed and unarmed experience.

**c) Describe any additional services deemed necessary for the success with any Contract Awarded. If Offeror recommends other levels of staffing that those indicated in the Statement of Work, please describe how many employees you propose staffing at each location listed in the Statement of Work and why. Offeror may augment the Pricing Worksheet provided in the Attachments Tab as applicable (see Section 6 below).**

None at this time

**d) Describe your supervisory practices, how you intend to provide adequate oversight of security guards assigned to the City.**

Our Las Vegas branch office is responsible for the security results regarding the City of Las Vegas contract. Our service delivery model has been developed to ensure that our operational field staff have all of the resources they need to be successful. Francisco Tlatelpa, Client Manager, and Felipe Perez, Operations Manager will continue to manage and support the officers assigned to the Public Works, Parking and Facilities sites. Francisco has a Supervisor to oversee Bike operations and garage/lot patrols. Nessar Ahmed, current Director of Security for the Community Partnership sites that include all of the homeless facilities will remain the manager over this large portion of the contract. Nessar has a Site Supervisor to assist in supervising the officers and activity at the Respite Center as well as round the clock shift supervisors at the Courtyard.

Tammy Nixon, Regional Vice President, Doug Huffmaster, General Manager and Ruben Sanchez, Director of Operations will provide high-level oversight for the City of Las Vegas account and full support for Nessar and Francisco.

**e) Customer Service Plan. Provide a plan how you will provide customer service for the overall account.**

Allied Universal's management team works to continuously improve operations and the overall security program. We focus on current successes and accomplishments, benchmarking and

establishing measurable goals and identifying future initiatives aimed at improving our security program at The City of Las Vegas.

To Allied Universal, post orders represent the playbook that guides the day-to-day activities of the entire account security team. Post orders differ widely among contract security services firms. While some treat post orders as a little more than a telephone directory, Allied Universal takes a far more serious approach. Post Orders and Standard Operations Procedures Manuals are essential components of our security programs. Our local managers create, implement and update these manuals in collaboration with our clients, while our security professionals refer to them consistently.

The following program elements are in place for the City of Las Vegas:

- **Our Service Assurance Center** - Our local office in Las Vegas serves as your primary point of contact. However, the Allied Universal Service Assurance Center is available to assist you after hours, and for special emergency needs. The Service Assurance Center is located in Allied Universal's Richardson Technology Center in Richardson, Texas. Advantages include: 24/7/365 assistance; crisis communication; special coverage; scheduling support and immediate notification.
- The **Allied Universal | Voice program** is fully available to the City to provide around the clock client feedback through direct and survey means.

Through **Allied Universal's eHub,** (Allied Universal's secure client website, described above**)**, all City personnel are able to use a web-based internet or mobile app to initiate "flags" or issues to their Allied Universal counterparts. Flags and issues are reported throughout the management chain via this automated tool, and remain in effect until mutually cleared through the City and Allied Universal personnel.

At Allied Universal® providing exceptional customer service is a top priority and at the heart of everything we do. We offer a broad range of customer service training to our employees to help them improve their skills and/or acquire new ones. Our customer service training programs focus on improving communication, listening, problem-solving and organizational skills. Below are a few of the training programs available to our employees:



# Section 5 – Appendices

## a) Company Representative(s) resume(s).

Our General Manager is Doug Huffmaster and he will be the official AUS company representative for this contract. Doug's resume follows.

Tammy Nixon, Region Vice President, is the PILB License holder for the State of Nevada. Tammy's resume is included.

### Douglas Huffmaster – General Manager – AUS Nevada

**Professional Summary**

Experienced supervisor and trainer of Public Safety Agencies, their First Responders and Command Staffs, developing and facilitating training which focuses on building a knowledge base and capability to establish, organize, coordinate and develop a foundation for the effective and efficient prevention, response, mitigation and investigation of Chemical, Biological, Radiological, Nuclear and/or Explosive (CBRNE) events within the community. This experience spans a combined 30 years, beginning in the United States Military followed by a professional Law Enforcement career; serving, leading and protecting my Nation as well as my community. My daily goal will be to lead continually, care for my team members and trainees, and exemplify the values of the agency while accomplishing the mission with maximum efficacy.

**Professional Experience and Employment History**

2012 to Present – Instructor/Contractor – Counter Terrorism Operational Support (CTOS)

- Conducts multiple courses of instruction to a variety of first responders to ensure the student can effectively respond, detect, identify, mitigate and investigate radiological/nuclear events with emphasis in the detection and prevention of a weapons of mass destruction (WMD). Provides hands-on instruction and practical experience/training to students utilizing a variety of equipment for detection, identification and personal safety.
- Assisted as a Subject Matter Expert in the development of the CTOS Team Operations and Radiological Responder courses as well as taught segments during its DHS/FEMA review and certifications of those courses.

1998 to 2017 – Police Sergeant – Las Vegas Metropolitan Police Department (LVMPD) – All-hazard Regional Multi-Agency Operations and Response (ARMOR) Task Force

- Coordinated, performed, and commanded complex multi-agency operations to sample, survey, mitigate and investigate Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.
- Liaison with Federal, state and local authorities, as well as civilian and business entities, to ensure efficient and effective response on all CBRNE events throughout the Southern Nevada Region.
- As an original member of the ARMOR unit, wrote initial policies, protocols and procedures for threat assessments/response for all CBRNE aspects.
- Created plans, organized, and implemented multiple-discipline interagency special events and training evolutions for a myriad of potential CBRNE incidents.
- Due to the unique Law Enforcement CBRNE mission, assisted in the orientation and acclimatization of multiple new members, supervisors, and outside agency personnel.
- Selected for knowledge, maturity, and leadership abilities as Entry Team Leader at 2008 Ricin (Bio-toxin) Investigation and Interagency Liaison during 2007 Luxor Bombing (Explosive) Investigation.

- Supervised multiple combined-agency teams during both Operations and Responses.
- Briefed state, local and federal entities to include foreign government entities enabling those agencies to develop all-hazards programs in their jurisdictions.
- Supervised the dignitary protection efforts at the local level for the final 2016 Presidential Debate.
- 800+ hours of Response, Investigations, and Unified Command courses for Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Events.

1986 to 1998 – U.S. Army Nuclear, Biological and Chemical Non-Commissioned Officer (NCO)

- Combat veteran: First Gulf War, Desert Shield/Desert Storm
- Units: 1st Ranger Battalion, U.S. Army Recruiting, 82nd Airborne Division, 2nd Infantry Division.
- Primary Leadership Development Course: Commandant's List
- Basic Non-Commissioned Officer's Course: Commandant's List

## CBRNE Operations, Responses and Investigations

**Chemical:**

- 2014-Safety Officer and lead of a multi-jurisdictional JHAT team on the extrication of a downed civilian in a 28,000-gallon HAZMAT Tanker

**Biological:**

- 2008-Entry team leader during an incident at an extended stay hotel that conducted the identification and collection of the bio-toxin Ricin.

**Radiological/Nuclear:**

- 2015-ARMOR Task force supervisor that lead the multi-agency team consisting of 92nd Civil Support Team, Remote Sensing Laboratory, U.S. EPA and the NNSS Fire Department during the response and mitigation of a possible Radiological release from a storage facility containing Special Nuclear Material that possibly threatened the nearby town of Beatty, Nevada

**Explosive:**

- 2006-Case agent during Luxor Casino Bombing test run
- 2007-Team member assisting in a joint homicide post-blast investigation with the BATFE for the Luxor Casino Bombing
- 2009-Entry team member during the investigation and mitigation of a homemade explosive laboratory located in a residential neighborhood

**Special Projects**

2007 to 2014, Domestic Nuclear Detection Office/National Nuclear Security Agency (NNSA)

- Coordinated, facilitated and participated in multiple national operational/interoperability exercises for Radiological/Nuclear response with numerous federal, state and local agencies from across the country. These exercises are utilized by NNSA to train, evaluate, and reinforce National Policy on Radiological/Nuclear material incidents.
- Lead Coordinator for the 2011 DNDO Gryphon Test Campaign which helped develop national standards for Aerial Radiological Survey
- Lead Coordinator for March 2014 WINGS Exercise involving airborne detection.
- Participant in the 2006 DNDO Bobcat Test campaign which tested Personal Radiation Detectors

2013, State Homeland Security Program/Department of Homeland Security Grant

- As a CBRNE Subject Matter Expert (SME), evaluated and compiled list of necessary equipment required to support the ARMOR mission.

- Wrote and presented the investment justification and utilization plan to State authorities resulting in the award of $206,000.00.

2009 to 2014, Tactical CBRNE

- Developed the ARMOR response to a Mumbai-style attack and WMD response/support to area tactical teams.
- 2013-SME Lecturer at International CBRNE Convergence Conference

## Specialized Training and Certifications

- FBI Hazardous Device School – Certified Bomb Technician, Class B-8-12. Re-certified December 2016
- Incident Command System (ICS): 100, 200,300, 700
- Hazardous Materials (HAZMAT) Technician (WMD/radiological)
- Advanced Radiation Detection Course(CTOS/NNSA)
- Homemade Explosives/Improvised Explosive Device response
- Advanced CBRNE Homemade Explosive training
- Detection Equipment for Law Enforcement (PRD/DELE NNSA Radiation course)
- WMD Respiratory Protection course
- WMD Tactical Operations (LSU)
- WMD Tactical Commander (LSU)
- Basic Chemistry for First Responders course
- Incident Response to Terrorist Bombings (New Mexico Tech)
- Prevention and Response to Suicide Bombing Incidents (New Mexico Tech)
- WMD Radiological/Nuclear Course for Hazardous Materials Technicians (NNSA)
- Advanced Chemical Biological Integrated Response (ACBIRC)
- WMD Hazardous Material Technician COBRA Live Agent Training (CDP)
- WMD Hazardous Material Technician Course (CDP)
- WMD Hazmat Evidence Collection (CDP's FBI 12 step evidence collection)
- National Guard Bureau Advanced Decontamination TTPD Course
- Rope Rescue Technician/Confined Space Rescue Technician
- Tactical Explosive Breaching
- Post Blast/Advanced Post Blast Investigations – FBI and BATFE courses
- LVMPD Basic SWAT School
- FBI New Operator Training School (NOTS) for Tactical Operations
- Clark County School district Instructor development Course
- Rapport Leadership Breakthrough I
- Radiation Worker I
- DHS Secret Clearance-LVMPD
- DOJ Top Secret Clearance-FBI Task force member

## Commendable Actions/Awards

- 1999-Unit Medal of Valor, Albertson's Spree Shooting
- 2008-Unit Medal of Service, Ricin Investigation
- 2008-Honorary Member of the 92nd Civil Support Team
- 2012-Nevada Global War on Terror Service Medal
- 2014-Medal of Valor for the HAZMAT Tanker incident supported by 92nd CST
- 2017-Nevada Distinguished Service Medal

## Nevada PILB Licensee:



### Vice President, Southwest
### Tammy Nixon

Years with the Company: 19
Years in Industry: 26

**Past Positions**

- Regional Vice President – Universal Protection Services, Arizona, Nevada, New Mexico
- Regional Vice President – Guardsmark, Arizona, Colorado, Nevada, New Mexico, Montana, Utah
- Manager in Charge, Manger Business Development, Nevada

**Experience**

- Develop and maintain partnerships with customers to ensure satisfaction of services
- Prepare and mentor approved annual budgets for the six branches in the Southwest territory
- Oversight of operational functions for the Southwest territory composed of $195 million in revenue
- Nevada State license holder for the PILB
- Ensuring Esprit de corps for branch personnel to support a positive work environment
- Oversee administrative and compliance functions for the Southwest Region consisting of 187,000 hours per week
- State Commissioner on the Nevada Private Investigator Licensing Board
- License holder AUS for the Department of Public Safety Arizona.

**Education**

- Bachelor of Arts in Criminal Justice, Chapman University
- Masters of Business Administration, University of Phoenix

**b) Offeror's written firearm, use of force, sexual harassment and discrimination, and drug-free workplace policies.**

## FREEDOM FROM DISCRIMINATION, HARASSMENT (INCLUDING SEXUAL HARASSMENT) AND HOSTILE WORK ENVIRONMENT

It is the policy of Allied Universal to provide a workplace free of harassment of Employees by other Employees, Supervisors, Managers, Customers, visitors, vendors or others doing business with or for the Company, including harassment based on race, religious creed, color, national origin, religion, sex (including gender, sexual orientation, gender identity and gender expression), age, ancestry, physical disability (including AIDS and HIV), mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Allied Universal considers such harassment an act of misconduct and may subject an individual to disciplinary action, up to and including immediate termination. All Supervisors and Managers are responsible for implementing and monitoring compliance with this policy.

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual advances or conduct where submission is an explicit or implicit condition of employment, where submission or rejection of such conduct is used as the basis for making employment decisions, or verbal or physical conduct that has the purpose or effect of substantially interfering with an Employee's job performance, or that creates an intimidating, hostile or offensive working environment.
Some examples of behavior that may be considered as harassment, depending upon the facts and circumstances, include but are not limited to the following:

- Verbal harassment: (e.g., derogatory or vulgar comments or jokes regarding race, sex, religion, ancestry or national origin, age, physical appearance or other legally-protected characteristic; threats of physical harm; distribution of written or graphic material having such effects).
- Physical harassment: (e.g., hitting, pushing, touching or other physical contact, or threats of such action; blocking or impeding movement).
- Sexual harassment: (e.g., unwelcome or unsolicited sexual advances, demands for sexual favors, touching or other verbal or physical conduct of a sexual nature; display of offensive material; leering; making sexual gestures).

This list is by no means comprehensive. As a general matter, Employees should not engage in any conduct or behavior while on duty that is not work-related or may be offensive to others, whether intentionally or otherwise. Employees can avoid such situations by showing courtesy and respect to all.

- **Reporting Procedure**
  Employees who feel they may have been harassed are encouraged to tell the person harassing them to stop and attempt to resolve the matter directly, if possible and if the Employee feels comfortable doing so. In addition, it is the Employee's responsibility to promptly report any discriminatory or harassing conduct directly to Allied Universal through the Company's Concern Resolution Process as described in this Handbook.

***Failure to report any discriminatory or harassing conduct through the Concern Resolution Procedures, including reporting incidents to any other supervisor or person besides those specifically identified in the Concern Resolution Procedures (such as a Field Supervisor or Account Manager) will not be considered adherence to this policy. You may be asked to put your specific complaints in writing.***

Any Supervisors (including Field Supervisors and Account Managers) who become aware of any discrimination or harassment, whether it involves Employee-to-Employee, Supervisor-to-Employee, or vendor/Customer-to- Employee conduct, must promptly report the matter to their Regional Human Resources Director or Corporate Human Resources staff. If Supervisors observe such harassment, they must take immediate action to stop it, and then report it. Failure to do so may result in disciplinary action for the supervisor.

Allied Universal's trained human resources management and staff will conduct an impartial, fair prompt and thorough investigation of all instances of alleged discrimination or harassment, of which the Company becomes aware, including complaints received through the Concern Resolution Procedure and/or Employee Reporting Hotline. The Company will provide appropriate due process to all individuals involved and will reach reasonable conclusions based upon the evidence collected. The investigation will be conducted as promptly as possible, with appropriate documentation and tracking procedures to ensure that such investigations are completed timely. In all cases, appropriate action will be promptly taken if a violation of policy has occurred. To the extent it is determined that an Employee engaged in harassment or any other inappropriate conduct, such remedial action will include appropriate disciplinary action, up to and including termination of employment. To the extent possible, all complaints and related information will remain confidential except as to those individuals who need the information to investigate, evaluate or take action in response to the complaint.

- **Policy Against Retaliation**
  There shall be no retaliation of any kind against a person who in good faith notifies the Company of any unlawful discrimination or harassment or who participates in a workplace investigation. It is also a violation of our policy for Employees to discourage each other from complaining about harassment or discrimination. Any Employee (including a Manager or Supervisor) who is found to have violated the Company's policy against retaliation will be subject to appropriate disciplinary action, including possible termination.

- **Alcohol and Drug Free Workplace**
  Employees are the most valuable resource at Allied Universal. For this reason, the Company has a critical interest in the health, safety, and well-being of its Employees and the maintenance of a safe and efficient work environment. The Company recognizes that drug and alcohol abuse can be a key contributor to work environment safety and Employee health problems. Drug and alcohol abuse can result in decreased productivity, judgment, and/or quality of task performance that may ultimately be a factor in increased accidents, medical costs, absenteeism and workers' compensation costs. Consequently, it is Allied Universal's goal to provide a workplace free of illegal drugs and alcohol abuse.

  To accomplish this goal, the Company tests all applicants following issuance of a conditional offer of employment, and reserves the right to test current Employees for reasonable cause, following involvement in any work related accident or injury, or on a random basis or annual basis, where permitted by law.

A verified positive test with no reasonable medical explanation will result in the conditional job offer of an applicant being withdrawn, and termination of employment for current Employees. Submission to a drug test is a condition of employment and refusal to submit to a drug test will be treated as though a positive test has occurred and the Employee will be terminated unless otherwise provided by state law.

In addition to these testing requirements, the Company will also enforce the following rules:

- The manufacture, possession, use, purchase or distribution of illegal drugs or controlled substances, or paraphernalia associated with the same, is strictly prohibited on Company (or Customer) property, on Company time, or while in Company vehicles.
- The use of alcohol by an Employee on Company (or Customer) property, on Company time, or in a Company vehicle is prohibited. (Any exception for a Company social function must be approved by a manager who is a Vice President level or above).
- Reporting to work or working while intoxicated or under the influence of any unauthorized controlled substance or illegal drug is prohibited.

Any Employee who is taking a prescribed or over-the-counter medication that may impact his/her ability to perform his/her job safely must immediately inform his/her Human Resources Representative.

Additionally, while there are some states that recognize the use of marijuana for medical and/or recreational uses, marijuana is an illegal Schedule 1 drug under federal law and deemed an unauthorized controlled substance for purposes of this policy; as such, Employees may not arrive to work impaired or under the influence of marijuana to any degree and must abide by the Company's drug free work environment policy regardless of the state in which they work and regardless whether they may be a registered and/or qualified medical marijuana patient.

Any Employee who is convicted of, or pleads guilty to, a criminal drug offense that occurred in the workplace must notify his/her Human Resources Representative no later than five (5) days after such conviction. Compliance with this policy is a condition of employment for all Employees. Any Employee who violates any part of this policy is subject to disciplinary action, up to and including termination of employment.

All matters concerning an individual and this policy will be handled in a confidential manner, and information will be disseminated on a "need to know" basis only. All medical records (such as drug and alcohol tests) will similarly be treated with the required confidentiality. Any questions regarding this policy should be directed to the Employee's Human Resources Representative.

- **Self-Referral For Substance Abuse**
  Allied Universal encourages any Employee with a drug or alcohol abuse problem to voluntarily seek treatment. The Corporate Benefits Department will assist Employees who voluntarily seek help by referring them, when possible, to counseling and treatment services. All costs associated with the counseling and/or treatments are the sole responsibility of the Employee, although counseling and treatment may be covered by an Employee's medical insurance where available.

  A decision to seek such assistance will not be used as the basis for disciplinary action and will not be used against the individual in any disciplinary proceeding. On the other hand, using a counseling or treatment program will not be a defense to the imposition of discipline for any previous or subsequent violation of the policy or rules listed above.

## USE OF FORCE

### Use of Force- General Principles:

It is Allied Universal's policy that employees shall not use physical force against persons unless the employee reasonably believes that such force is necessary to protect the employee or another individual from imminent bodily harm. The extent of force employed must not exceed the minimum amount of force necessary to counter the threat, and may be employed only for as long as the threat persists, as described in more detail below.

Allied Universal considers any time an employee physically touches another person to achieve a desired level of compliance to be a use of force. This includes any time an officer uses his hands, body, defensive tactics or equipment, less lethal weapons, or firearms in the course of their duties which requires reporting and notification as outlined herein. This includes the display or brandishing of any weapon, including working dogs.

As an exception to this policy, routine therapeutic patient restraint procedures and routine handcuffing during police operations (i.e. Company Police, Special Officers) do not need to be reported to the Legal Services Group. In these environments, the Corporate Use of Force Report only needs to be completed if they involve the use of weapons, injuries to our employees, the subject or a third party, if there is some other unusual or unexpected outcome, or if the subject of medically-ordered therapeutic restraint resisted the procedure.

### Possession of Weapons Prohibited:

No Allied Universal employee or agent may carry, possess, or store a firearm or other weapon, including less lethal weapons, during the course and scope of their employment, except as permitted by this policy. Except where state law prohibits such a restriction, this policy shall prohibit the carrying of a personal firearm to work, as well as having a personal firearm available in the passenger compartment or trunk of a Company vehicle or private vehicle being used for work purposes. As stated in the employee handbook, employees who violate this policy will be subject to discipline up to, and including, termination.

### Use of Force Continuum:

The Use of Force Continuum shall be the standard model for the use of force by all Allied Universal Security Professionals. The continuum is broken down into six broad levels. Each is designed to have an *elastic factor* to accommodate evolving situations evoking different levels of force. It is common for the level of force to move from level two, to level three, and back again in a matter of seconds.

Allied Universal Security Professionals should be mindful that so long as prudent under the circumstances, disengagement in favor of calling the police or other law enforcement authorities is always the preferred course of action as part of the force continuum.

Additionally, Security Professionals must remember that the Use of Force Continuum relates not only to the escalation of the Use of Force but also directs the de-escalation of techniques as the subject's threats diminish or stop.

The following diagram demonstrates the escalation and de-escalation of the use of force with 1 being the least force used and 6 being deadly force:




**LEVEL ONE**

**Officer Presence**. The mere presence of a highly visible uniformed Security Professional is often enough to stop a crime in progress or prevent future crime. Included in this are standing, walking, and running. Without saying a word, an alert Security Professional can deter crime or direct criminals away from a property by use of body language and gestures. At this level gestures should be non-threatening and professional.

**LEVEL TWO**

**Verbal Communication**. Used in combination with a visible presence, the use of the voice can usually achieve the desired results. Words can be whispered, used normally, or shouted to be effective. The content of the message is as important as the Security Professional's demeanor. It's always best to start out calm but firm and *non-threatening*. Choice of words and intensity can be increased as necessary or used in short commands in serious situations. The right combination of words can de-escalate a tense situation and prevent the need for a physical altercation. Training and experience improve the ability of a Security Professional to communicate effectively with everyone, including the police.

***NOTE: All uses of force above Level Two require the preparation and submission of a Use of Force Report***

**LEVEL THREE**

**Use of Open Hands, Control Holds & Restraints**. Certain situations may arise where words alone do not reduce the aggression. Sometimes Security Professionals will need to get involved physically. At this level, minimal force would involve the use of bare hands to guide, hold, or restrain. This does not include offensive moves such as punching, tackling, or choking. Pain compliance holds could apply here but only after ordinary holds fail to control an aggressive suspect. A baton may only be used at this level as a self-defense mechanism to block blows or temporarily restrain a suspect.

Handcuffs can be used a restraint devise only if the Security Professional has been trained to do so. Not every suspect needs to be handcuffed. Restraints should only be used on a person who exhibits aggression or poses a real threat. Handcuffs should not be applied too tightly and should be double-locked when safe to do so. Once a suspect is handcuffed, the Security Professional is responsible for his or her safety. To avoid the possibility of "positional asphyxiation," Allied Universal Security Professionals may not pile on top of a suspect, or place a handcuffed suspect face-down on the ground. Hog- ties and hobbling (tying legs together) are prohibited.

**LEVEL FOUR**

**Less Lethal Defensive Spray (O.C.)**. When a suspect is violent or threatening, more extreme but less lethal measures may be used in defense, to bring the suspect under control, or affect an arrest. Before a Security Professional may move to level four, it is assumed that he or she exercised other less physical measures or deemed them inappropriate. When used by surprise, pepper spray is an excellent distraction, allowing the Security Professional time to get away, call the police, or subdue the suspect. Pepper spray should not be used to protect property or to enforce business rules. It is a defensive weapon. Pepper spray must be directed in the suspect's face for maximum result, and not sprayed wildly at groups of people. Even though considered less lethal, pepper sprays can cause severe reaction and possible injury. Also, pepper sprays have a blinding effect, and care must be used that spray victims do not fall down stairs, wander into traffic, or operate a motor vehicle.

**LEVEL FIVE**

**Temporary Incapacitation**. This level of force may only be employed when the situation is so extreme, violent, and immediate that it is necessary to temporarily incapacitate a suspect prior to the arrival of the police. This includes the use of all methods of non-deadly force beginning with the empty hand up through and including impact tools, Tasers or working dogs. At level five, properly used defensive and offensive moves (including take downs, knee, hand, and elbow and arm strikes) are allowed under the right circumstances. Baton blows to soft tissue and certain joint areas are consistent with professional security training standards. Kicking any part of a subject's body, and baton blows to the suspect's head or throat, however, can be deadly, and are inconsistent with professional training standards, and are strictly prohibited **unless the use of deadly force is justified**. Any violation of this directive will be treated as a serious offense warranting discipline up to, and including, termination.

Temporary incapacitation is used to stop a suspect from injuring a Security Professional or others, permitting the application of handcuffs or other restraints. Electronic control devices ("ECDs," also known as conducted electrical weapons, and "Tasers") are a recognized means of temporarily incapacitating an assailant, but may only be carried by an Allied Universal Security Professional with the express approval of the Division President and General Counsel in consultation with the Legal Services Group.

**LEVEL SIX**

**Deadly Force**. Allied Universal Security Professionals are justified in threatening or using less lethal force against another when and to the extent that the Security Professional reasonably believes that such threat or force is necessary to defend him/herself or a third party against another's imminent use of unlawful force. Deadly force, however, may be used only when necessary, that is, when the Security Professional has a reasonable belief that the subject of such force poses an imminent danger

of death or serious physical injury to the Security Professional or to another person, and the use of lesser force is not possible or would not extinguish the threat.

By way of example, but not limitation:

Deadly force generally may not be used to prevent the escape of a fleeing suspect unless that individual poses an imminent threat to the safety of others.
Firearms may not be fired for the purpose of disabling moving vehicles.
Firearms may not be discharged at or from a moving vehicle.
Warning shots are not permitted.

If feasible and if to do so would not increase the danger to the Security Professional or others, a verbal warning to submit to the authority of the Security Professional shall be given prior to the use of deadly force.

When the decision is made to use force, an Armed Security Professional may continue its application only until the subject surrenders or otherwise no longer poses an imminent danger to the Security Professional or to others.

When the application of deadly force is necessary, attempts to wound or otherwise cause minor injury are unrealistic and impractical, and can prove dangerous to the Security Professional and others because such attempts are unlikely to neutralize the imminent danger he or she confronts.

The brandishing of an un-holstered firearm in a public setting is strictly prohibited unless the situation warrants the use of deadly force as stated herein. Even when deadly force is permissible, Armed Security Professionals should assess whether its use creates a danger to third parties that outweighs the likely benefits of its use. Consideration must be given to innocent bystanders, and Security Professionals shall not unreasonably endanger the safety or welfare of bystanders.

**Additional Criteria for All Uses of Force:**
Whether deadly or less lethal, when force is used against a person it must cease when the resistance or threat is overcome or ceases. Allied Universal Security Professionals must be mindful that the purpose of force is to overcome aggression or threats and only to protect the lives of the Security Professional or other persons. The application of force for any other purpose is not justified.

Since the Use of Force Continuum requires the exercise of less lethal force before resorting to deadly force, no Allied Universal Security Professional will be authorized to carry a firearm unless and until that Security Professional is trained in the use of, and equipped with, a less lethal weapon such as a baton, pepper O.C. (Oleoresin Capsicum) spray, or ECDs.

***NOTE: Adoption or use of Client-specific use of force policies must be approved by the Legal Services Group.***

Allied Universal Security Professionals will exercise only that level of force necessary to de-escalate an incident and safely achieve control. As indicated by the Use of Force Continuum, whenever feasible, verbal commands should be given before resort to physical compliance techniques or the use of O.C. spray, a baton, or stun device. The level of force necessary to safely achieve control will logically be proportionate with the level of resistance confronted.

Allied Universal Security Professionals must be mindful that in all circumstances, disengagement in favor of calling law enforcement authorities is the proper choice provided doing so does not endanger the safety of the officer or other individuals.

**Pursuit**
Pursuit is defined as travelling at a faster pace or speed than a suspect, with the objective to approach and catch a suspect who is attempting to flee the scene of a crime and/or to avoid arrest/detention. Pursuit is **prohibited** except in situations where failure to detain the suspect could cause death or serious bodily injury.

Pursuing does not include following at a rate and manner to maintain surveillance of the fleeing suspect with the intent to relay information to responding Law Enforcement or to contact the suspect who ceases to flee.

**Vehicle Pursuits**
A pursuit using a vehicle is defined as using a vehicle to follow a suspect who is on foot or in a vehicle while travelling at a higher speed than normal for the environment or in a manner that would be considered unsafe for the environment.

Vehicle Pursuits are **prohibited**, no matter the circumstances or equipment provided on security vehicles. Following a suspect or a suspect vehicle shall not be done in a manner that is unsafe or violates any jurisdictional vehicle code or private property rules.

**Detention and Legal Arrest**
A Security Professional, as result of his/her position, has no elevated legal duty or authority to arrest a subject.

A person is considered arrested or detained when he/she is not free to leave the scene, regardless of whether force or coercion has been used.

Generally, a Security Professional's ability to make a lawful arrest is governed by the same laws which govern arrests made by private citizens, commonly referred to as a "Citizen's Arrest". Therefore, a Security Professional should understand the law in the jurisdiction where they are working with respect to a private citizen's ability to perform a lawful arrest. What may be considered a lawful detention and arrest in one state may be unlawful in another state.

Security Professionals may only make a Citizen's Arrest under a set of very strict circumstances.

Though state laws vary, a Citizen's Arrest generally can only be made if all three of these conditions have been met:

A felony has been committed in your presence;
The police would not be able to respond in time to prevent injury from imminent physical harm or death, (a justified use of reasonable) force, or the escape of the subject; and
Your site's contract and post orders permit you to make a citizen's arrest.

Making a physical arrest should be an act of last resort, and local law enforcement must be immediately notified.

There is no legal obligation for a Security Professional to make an arrest. While it is recognized that there are situations wherein Security Professionals do make arrests, if the situation is unsafe, the decision to not arrest may be appropriate. In such a situation, notifying and waiting for Law Enforcement may be prudent.

**Moving an Arrestee:**
While awaiting the arrival of Law Enforcement, the Security Professional should keep the arrestee at the scene of the apprehension, unless doing so would be unsafe. The arrestee should be placed in a seated position, either on a chair or other elevated stable object. If no such object is available, the arrestee may be seated on the ground. As set forth above in Section I (Use of Force Level 3), at no time shall a restrained subject be left in a prone (face-down) position. Hog tying or hobbling of subjects is prohibited.

If it is prudent to move the arrestee due to tactical or procedural considerations, then the arrestee may be escorted to another location.

The arrestee shall be under the observation of Security Professionals at all times until placed in the custody of Law Enforcement. The constant observation of the arrestee is for the safety of all persons, to limit the attempt to escape, or to protect against the destruction of evidence.

**Exceptions to the Pursuit/Detention/Arrest Policy Statements**
In some instances, Allied Universal Security Professionals have different duties and legal authorities, such as “police type” operations (i.e. Company Police, Special Officers), certain retail environments, facilities impacting national security or critical infrastructure. In these instances, further policy instructions, in conjunction with local regulations regarding the limits of your authority, will be communicated at the job level.

**Reporting Requirements and Response to Use of Force Incidents Required Reporting:**
In every incident involving the Use of Force, the Security Professional(s) involved must complete a “Use of Force Incident Report” and submit it to the Legal Services Group (Attention: Director, Firearms and Use of Force) and the Region President within 24 hours of the event. This report will provide detail about the incident including the identity of those involved, the level and type of force applied, and the reasons for its application. Injuries to either Security Professional or others must be fully described, as must any resultant property damage.

Branch and Regional Office management are responsible for strict compliance with notification requirements specified by all relevant state, local, and county private security licensing and regulatory authorities.

Within 5 business days of the event, Branch Office management will review the incident; the Security Professional(s)’ immediate supervisor must make a recommendation regarding whether the use of force complied with company policy, contract deliverables, and local regulations or if any additional investigation is dictated by the facts and circumstances of the incident.

**Response**:
In all incidents involving the Use of Force, the Security Professional’s immediate supervisor will respond to the scene as soon as practicable to gather the facts and assist the Security Professional in the preparation of Use of Force Incident Report. He or she should notify the Account Manager and/or Branch Manager of the event as soon as practicable.

Absent aggravating circumstances, no further investigation is necessary beyond the submission of the Use of Force Incident Report to the Legal Services Group and relevant Regional President. In determining whether an investigation is necessary based upon aggravating circumstances, local management should consider the nature and level of force applied, the extent of any injuries, the notoriety of the incident, and the level of adherence to policy. The Supervisor, Account Manager, Branch Manager, and, if appropriate, the Regional President should contact the Legal Services Group for guidance in such cases when formulating a recommendation for follow-up investigation.

## c) Redacted or anonymized monthly and/or quarterly report submitted recently to a customer of similar size and character as the City.

**This first report is a monthly report from a similar account and the second report is a Quarterly Business Report (QBR) for a similar type government site.**

| Categories | X / M-F | X / S-S | X | X | X | X | Total | Previous | YTD |
|---|---|---|---|---|---|---|---|---|---|
| Public | 15661 | 274 | 4293 | 25777 | 4643 | 3446 | 54094 | 51365 | **105459** |
| Employees | 11684 | 148 | 1338 | 10658 | 0 | 0 | 23828 | 24341 | **48169** |
| Individual Totals: | **27345** | **422** | **5631** | **36435** | **4643** | **3446** | **77922** | 75706 | **153628** |
| | | | | | | | | | |
| **Packages Screened:** | 20953 | 209 | 4593 | 26225 | 2483 | 2249 | 56712 | 58442 | **115154** |
| | | | | | | | | | |
| Firearms | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| Ammunition | 5 | 0 | 10 | 10 | 0 | 0 | 25 | **46** | **71** |
| Dangerous Tools | | | | | | | | | |
| Tools/Hammer/Ax/Hatchet | 12 | 0 | 0 | 32 | 3 | 3 | 50 | **48** | **98** |
| Razor (Box Cutter/Shaving/Etc. | 10 | 0 | 9 | 28 | 7 | 8 | 62 | **89** | **151** |
| Multi-Tool | 16 | 0 | 3 | 30 | 2 | 7 | 58 | **79** | **137** |
| Fork/Screwdriver/Icepick | 11 | 1 | 0 | 11 | 3 | 1 | 27 | **36** | **63** |
| Chain | 4 | 0 | 0 | 6 | 0 | 6 | 16 | **11** | **27** |
| Large Flashlight | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | **4** |
| Nails/Screws | 25 | 1 | 0 | 5 | 0 | 0 | 31 | **34** | **65** |
| Impact Weapons | | | | | | | | | |
| Club/Baton | 4 | 0 | 0 | 1 | 0 | 3 | 8 | **7** | **15** |
| Kat/Brass Knuckles/Blackjack | 3 | 0 | 0 | 5 | 0 | 2 | 10 | **5** | **15** |
| Kubaton | 2 | 0 | 0 | 7 | 0 | 2 | 11 | **8** | **19** |
| Ceramic/Glass | 5 | 0 | 15 | 70 | 15 | 4 | 109 | **137** | **246** |
| Nunchucks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| Rock or Similar Object | 12 | 0 | 0 | 39 | 0 | 1 | 52 | **41** | **93** |
| Knife/Edged Weapons | | | | | | | | | |
| Knife/Dagger | 78 | 1 | 51 | 109 | 34 | 38 | 311 | **292** | **603** |
| Credit Card Knife | 0 | 0 | 0 | 3 | 2 | 2 | 7 | **5** | **12** |
| Throwing Stars | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| Large Pin | 3 | 0 | 0 | 10 | 3 | 0 | 16 | **8** | **24** |
| Corkscrew | 3 | 0 | 3 | 10 | 0 | 0 | 16 | **24** | **40** |
| Scissors | 9 | 0 | 1 | 19 | 0 | 2 | 31 | **40** | **71** |
| Toy/Replica Weapons | | | | | | | | | |
| Guns | 0 | 0 | 0 | 6 | 0 | 0 | 6 | **1** | **7** |
| Knives | 0 | 0 | 0 | 1 | 0 | 0 | 1 | **0** | **1** |
| Laser Pointers | 2 | 0 | 0 | 2 | 1 | 1 | 6 | **8** | **14** |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| Fireworks / Flamables | 12 | 0 | 0 | 18 | 0 | 0 | 30 | **35** | **65** |
| Handcuffs | 0 | 0 | 0 | 3 | 0 | 0 | 3 | **3** | **6** |
| Handcuff Keys | 9 | 0 | 3 | 13 | 0 | 2 | 27 | **31** | **58** |
| Taser and Stun Weapons | 1 | 0 | 0 | 2 | 0 | 0 | 3 | **5** | **8** |
| Sprays/Aerosols/Torch Lighters | 45 | 0 | 10 | 63 | 7 | 12 | 137 | **118** | **255** |
| Individual Totals: | **271** | **3** | **105** | **503** | **77** | **94** | **1053** | **1115** | **2168** |
| **Drugs / Paraphernalia** | | | | | | | | | |
| Illegal Drugs | 2 | 0 | 0 | 6 | 0 | 0 | 8 | 4 | **12** |
| Paraphernalia | 2 | 0 | 0 | 11 | 0 | 0 | 13 | 25 | **38** |
| Alcohol | 0 | 0 | 0 | 5 | 0 | 0 | 5 | 5 | **10** |
| Individual Totals: | **4** | **0** | **0** | **22** | **0** | **0** | **26** | 34 | **60** |
| **Law Enforcement Visits** | | | | | | | | | |
| WCSO | 6 | 0 | 11 | 25 | 3 | 0 | 45 | 111 | **156** |
| RPD | 58 | 0 | 1 | 225 | 11 | 3 | 298 | 289 | **587** |
| SPD | 26 | 0 | 27 | 44 | 2 | 0 | 99 | 87 | **186** |
| State | 111 | 0 | 1 | 45 | 4 | 0 | 161 | 59 | **220** |
| WCDA | 39 | 0 | 1 | 0 | 2 | 2 | 44 | 12 | **56** |
| WCSDPD | 0 | 0 | 3 | 8 | 3 | 0 | 14 | 13 | **27** |
| Federal | 8 | 0 | 1 | 16 | 0 | 1 | 26 | 14 | **40** |
| Other | 13 | 0 | 4 | 38 | 4 | 10 | 69 | 62 | **131** |
| Totals: | **261** | **0** | **49** | **401** | **29** | **16** | **756** | 647 | **1403** |


ALLIED UNIVERSAL
There for you.
Sample Client Report
Quarter 4- 2019


Agenda
1. News and Notable Items
2. Review of Deliverables, Financials
3. Review Your Priorities/Needs
4. Review of Our Performance
5. Client Feedback/Rating
6. Next Meeting
VALUE DISCOVERY
VALUE PLANNING
THE CLIENT
VALUE DELIVERY

## News and Notes

**Highlights:**

- Implemented the HeliAUS at X and X
- Interactions Form implemented on HeliAUS
- Safety Training Ongoing
- CPR, AED, Basic 1st Aid Training all staff certified
- Hiring Job Fairs, quality candidates
- Rovers: Vehicle Maintenance

**Future additions and Removals:**

- Continued Guard 1 Plus Pipe / HeliAUS
- CPR Training, Uniform Inspections, Policy Updates Training

## Deliverables



## Deliverables




## Account Financial Report - Net Security Cost (Account)



## Account Financial Report - Armed Wages




## Incidents 4th Quarter

Total Incidents: 57

- 1 at X: 1 Arson.
- 1 at X: 1 Alleged Kidnapping.
- 1 at X: 1 Medical.
- 2 at X: 1 Medical, 1 Trespass.
- 3 at X: 3 Trespass.
- 7 at X: 1 Theft, 1 Alcohol, 1 threaten staff, 1 Medical, 3 trespass
- 14 at X: 1 shots heard nearby, 1 safe place, 1 assault off property, 1 threat to staff, 2 trespass, 3 Medical, 5 disturbances.
- 27 at X: 7 Medical, 2 Trespass, 8 Disturbances, 1 report taken, 1 theft, 1 urinating, 2 drug usage, 1 library rules, 1 fondling self, 1 Ban, 1 threat, 1 employee illness.

## Value Delivery

**Identified Need:**

- Quality Staffing with Professional, Trustworthy, and Dedicated Officers

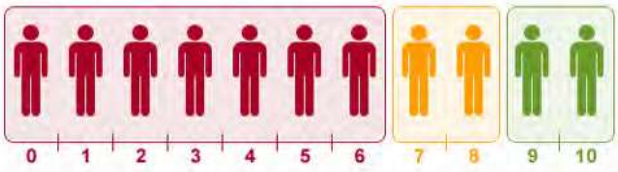
**Accomplishments:**

- 100% CPR, 1st Aid, & AED Certified
- HeliAus start up at X and X
- Interaction Forms consolidating numbers for client
- Improved communications/expectations with Security/X Staff
- Hiring / Over-Hiring to reduce NBOT and reduce Officer fatigue

## Client Feedback - This Quarter Communicati

1. How has our communication been, too much, too little, or just right?
2. Is the information clear and does it address your needs?
3. On a scale of 0 to 10 are we effective in our communication with you?

- Score
- Why
- What can we do to improve?



## d) Sample reports of the Usage Report, Incident Report, and Activity Report Log.

Included here is sample of our Activity Report Log and a sample Incident Report.

HELIAUS

**Unified Activity Report (With Image)**
**City of Las Vegas Bike Patrol (154211) - #1118989**
**500 S. Main Street, Las Vegas, Nevada, United States of America**
**Duration - 11/30/2020 06:00:00 to 12/01/2020 06:00:00**
Call-770-625-1467, 8AM-8PM EST M-F with any Issues or Questions

**Summary**
Event - 24
Log In - 6
Log Out - 5
Workflow - 916
Zone Visit - 83

| Type | Date/Time | Details | Officer | Images |
|---|---|---|---|---|
| Workflow | 12/01 05:59:14 | Zone: DTC, Event: On Entry, Workflow Type: Standard, Workflow Name: Trepassing , Workflow Description: Property clear of any trespassers, loiterers or vagrants?, Response: Yes | Scott, Jacoby D | |
| Workflow | 12/01 05:58:39 | Zone: DTC, Event: On Entry, Workflow Type: Standard, Workflow Name: Vandalism Inspection, Workflow Description: Property clear of any graffiti or vandalism (property or vehicle)?, Response: Yes | Scott, Jacoby D | |
| Workflow | 12/01 05:58:32 | Zone: DTC, Event: On Entry, Workflow Type: Standard, Workflow Name: Lighting Inspection, Workflow Description: Are all lights functioning properly?, Response: Yes | Scott, Jacoby D | |
| Zone Visit | 12/01 05:51:25 | Zone: Promenade Garage > Level -2 | Scott, Jacoby D | |
| Zone Visit | 12/01 05:50:32 | Zone: Promenade Garage > Level -3 | Scott, Jacoby D | |
| Workflow | 12/01 05:48:29 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #10, Event: On Entry, Workflow Type: Standard, Workflow Name: Trepassing , Workflow Description: Property clear of any trespassers, loiterers or vagrants?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:48:20 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #10, Event: On Entry, Workflow Type: Standard, Workflow Name: Stairwell Inspection, Workflow Description: Is the stairwell safe, secure and free of obstruction?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:48:06 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #10, Event: On Entry, Workflow Type: Standard, Workflow Name: Lighting Inspection, Workflow Description: Are all lights functioning properly?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:45:52 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #6, Event: On Entry, Workflow Type: Standard, Workflow Name: Trepassing , Workflow Description: Property clear of any trespassers, loiterers or vagrants?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:45:48 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #6, Event: On Entry, Workflow Type: Standard, Workflow Name: Stairwell Inspection, Workflow Description: Is the stairwell safe, secure and free of obstruction?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:45:33 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #6, Event: On Entry, Workflow Type: Standard, Workflow Name: Lighting Inspection, Workflow Description: Are all lights functioning properly?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:44:01 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #4, Event: On Entry, Workflow Type: Standard, Workflow Name: Trepassing , Workflow Description: Property clear of any trespassers, loiterers or vagrants?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:43:53 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #4, Event: On Entry, Workflow Type: Standard, Workflow Name: Stairwell Inspection, Workflow Description: Is the stairwell safe, secure and free of obstruction?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:43:39 | Zone: Neonopolis > Floor - 1 > Level 1 Stairwell #4, Event: On Entry, Workflow Type: Standard, Workflow Name: Lighting Inspection, Workflow Description: Are all lights functioning properly?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:41:29 | Zone: Neonopolis > Floor - 2, Event: On Entry, Workflow Type: Standard, Workflow Name: Vandalism Inspection, Workflow Description: Property clear of any graffiti or vandalism (property or vehicle)?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:41:24 | Zone: Neonopolis > Floor - 2, Event: On Entry, Workflow Type: Standard, Workflow Name: Trepassing , Workflow Description: Property clear of any trespassers, loiterers or vagrants?, Response: Yes | Berryman, Fila | |
| Workflow | 12/01 05:41:16 | Zone: Neonopolis > Floor - 2, Event: On Entry, Workflow Type: Standard, Workflow Name: Elevator Inspection, Workflow Description: Are all elevators clear and operational?, Response: Yes | Berryman, Fila | |

*Page 1*

ALLIED UNIVERSAL SECURITY SERVICES
*There for you.*

# City of Las Vegas "The Courtyard" 1401 N. Las Vegas Blvd.

## Swing Shift (1400-2200 Hrs.) Shift, Pass Downs Saturday 12/05/2020. Supervisor: Shaun Smith

**Call Out/ Call in Late:**

- Nothing to Report.

**Swing Shift Security on Duty:**

- **Key Ring (S/S) (Shift Sup)** Shaun, **(Officers),** Branden (1), Delvin (2), Peter K. (3), James M. (4), Adam (5), Gary (6), Hector (7) and Lucien (8).
- **Total Security on Shift: 9**

**Contractors/ Service Providers /City of Las Vegas on property:**

- At 14:20 hours, United Services was on property to clean the restrooms. The contractor departed at 17:15 hours.

**City Marshals/ Metro on Property:**

- At 17:30 hours, CLVM on property to respond to an incident.

**Number of Vehicles Entered Property:**

- **(3) Vehicles entered property during SWING Shift.**

**Fire/Safety Hazards on Property:**

- Nothing to Report.

**Stolen/Damaged Property Reported:**

- Nothing to Report.

**Number of Clients Received Services:**

- Computer Service. (5)
- Phones Service. (4)
- Other Services. (1)
- **Total Services. (10)**

ALLIED UNIVERSAL SECURITY SERVICES There for you.

# Las Vegas Courtyard HRC Incident Log

| Incident Type | Use of force? (Y/N) | Law Enforcement Involvement/Ambulance | Day | Swing | Night | Number of Incidents |
|---|---|---|---|---|---|---|
| Assault Towards City/Security Staff | | | 0 | 0 | 0 | **0** |
| Assults Towards Guest | No | Yes | 1 | 0 | 0 | **1** |
| Battery Towards Guest | | | 0 | 0 | 0 | **0** |
| Theft | | | 0 | 0 | 0 | **0** |
| Burglary | | | 0 | 0 | 0 | **0** |
| Harassment | | | 0 | 0 | 0 | **0** |
| Sex Offense (Assult/Harrasment) | | | 0 | 0 | 0 | **0** |
| Vandalism | | | 0 | 0 | 0 | **0** |
| Narcotics (Use/Possession) | | | 0 | 0 | 0 | **0** |
| Disturbance | No | Yes | 2 | 2 | 2 | **6** |
| Fire | | | 0 | 0 | 0 | **0** |
| Operations Emergency | | | 0 | 0 | 0 | **0** |
| Personnel Accident | | | 0 | 0 | 0 | **0** |
| Auto Accident | | | 0 | 0 | 0 | **0** |
| Bomb Threat | | | 0 | 0 | 0 | **0** |
| Unsecured Property | | | 0 | 0 | 0 | **0** |
| Saftey Hazard | | | 0 | 0 | 0 | **0** |
| Medical Emergency | No | Yes | 1 | 0 | 0 | **1** |
| Drinking | | | 0 | 0 | 0 | **0** |
| Robbery | | | 0 | 0 | 0 | **0** |
| Stolen Vehicle | | | 0 | 0 | 0 | **0** |
| Earthquake | | | 0 | 0 | 0 | **0** |
| Animal/Pet | | | 0 | 0 | 0 | **0** |
| Power Outage | | | 0 | 0 | 0 | **0** |
| Trespass Violation | No | No | 0 | 0 | 1 | **1** |
| Code of Conduct Violation | | | 0 | 0 | 0 | **0** |
| Assist Other Departments | | | 0 | 0 | 0 | **0** |
| **Weekly Total** | | | **4** | **2** | **3** | **9** |

ALLIED UNIVERSAL

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There for you.

Eight Tower Bridge
161 Washington Street, Suite 600
Conshohocken, PA 19428
(866) 703-7666

Invoice Date
**08/27/2020**

Invoice Number
**10403830**

Accounts Payable
City of Las Vegas
495 South Main Street
4th Floor
Las Vegas, NV 89101

To ensure proper credit, please reference this invoice number on your remittance advice.

**PLEASE REMIT PAYMENT TO:**
Allied Universal Security Services
P.O. Box 828854
Philadelphia, PA 19182-8854

Total Amount Due:
**(USD) $16,390.09**

Terms:
**Net 30 Days**

Service Location: **107351** Customer: **105602** Billing Period: **07/31/2020 - 08/27/2020**

**The Recuperative Care Center Annex Parking Lot**
1425 S Main St
Las Vegas, NV 89104-1119

| Description | Quantity | UOM | Price | Amount |
|---|---|---|---|---|
| Armed Officer-Regular - 00:00-06:00 - Griego, Jeri - $16.75 | 96.00 | HR | 24.39 | 2,341.44 |
| Armed Officer-Regular - 00:00-06:00 - HARKLEY, MICHAEL - $16.75 | 6.00 | HR | 24.39 | 146.34 |
| Armed Officer-Regular - 00:00-06:00 - Ramirez, Jesus - $16.75 | 66.00 | HR | 24.39 | 1,609.74 |
| Armed Officer-Regular - 06:00-09:30 - James, Landon - $16.75 | 3.50 | HR | 24.39 | 85.37 |
| Armed Officer-Regular - 06:00-14:00 - Balneg, John - $16.75 | 8.00 | HR | 24.39 | 195.12 |
| Armed Officer-Regular - 06:00-14:00 - Nastasi, Nicholas - $16.75 | 136.00 | HR | 24.39 | 3,317.04 |
| Armed Officer-Regular - 06:00-14:00 - Ramirez, Jesus - $16.75 | 64.00 | HR | 24.39 | 1,560.96 |
| Armed Officer-Regular - 06:00-14:00 - REINHARCZ, JEFFREY - $16.75 | 8.00 | HR | 24.39 | 195.12 |
| Armed Officer-Regular - 09:30-14:00 - Newberry, Dallas - $16.75 | 4.50 | HR | 24.39 | 109.76 |
| Armed Officer-Regular - 14:00-16:00 - Bonds, Lavelle - $16.75 | 2.00 | HR | 24.39 | 48.78 |
| Armed Officer-Regular - 14:00-22:00 - Benavides, Oscar - $16.75 | 16.00 | HR | 24.39 | 390.24 |
| Armed Officer-Regular - 14:00-22:00 - Carey, Littleton - $16.75 | 8.00 | HR | 24.39 | 195.12 |
| Armed Officer-Regular - 14:00-22:00 - davis, alexander - $16.75 | 8.00 | HR | 24.39 | 195.12 |
| Armed Officer-Regular - 14:00-22:00 - Del Medico, Mark - $16.75 | 24.00 | HR | 24.39 | 585.36 |
| Armed Officer-Regular - 14:00-22:00 - Griego, Jeri - $16.75 | 32.00 | HR | 24.39 | 780.48 |
| Armed Officer-Regular - 14:00-22:00 - Maghsoudi, Parham - $16.75 | 16.00 | HR | 24.39 | 390.24 |
| Armed Officer-Regular - 14:00-22:00 - martin, james - $16.75 | 16.00 | HR | 24.39 | 390.24 |
| Armed Officer-Regular - 14:00-22:00 - Miller, Richard - $16.75 | 8.00 | HR | 24.39 | 195.12 |
| Armed Officer-Regular - 14:00-22:00 - Nastasi, Nicholas - $16.75 | 16.00 | HR | 24.39 | 390.24 |
| Armed Officer-Regular - 14:00-22:00 - Scott, Devon - $16.75 | 8.00 | HR | 24.39 | 195.12 |
| Armed Officer-Regular - 14:00-22:00 - Thorne, Daniel - $16.75 | 64.00 | HR | 24.39 | 1,560.96 |
| Armed Officer-Regular - 16:00-22:00 - Bonds, Lavelle - $16.75 | 6.00 | HR | 24.39 | 146.34 |
| Armed Officer-Regular - 22:00-00:00 - Griego, Jeri - $16.75 | 32.00 | HR | 24.39 | 780.48 |
| Armed Officer-Regular - 22:00-00:00 - HARKLEY, MICHAEL - $16.75 | 2.00 | HR | 24.39 | 48.78 |
| Armed Officer-Regular - 22:00-00:00 - Ramirez, Jesus - $16.75 | 22.00 | HR | 24.39 | 536.58 |
| Total Hours | 672.00 | | | 0.00 |
| **Subtotal** | | | | **16,390.09** |

## e) A description of the Offeror's pay raise policy of which security guards assigned under this contract will be eligible.

As the incumbent provider, Allied Universal is proposing pricing in our RFP response which reflects a .25 cent per hour raise in wage rate to all of the incumbent officers assigned to the account. For the remaining 4 one-year options of the contract, our proposal includes a .25 cent per hour annual wage increase for the officers assigned to the account.

## f) A copy of the Offeror's equal employment opportunity policy.

### EQUAL OPPORTUNITY EMPLOYER

Allied Universal is an equal opportunity employer and complies with all federal, state and local laws prohibiting discrimination on the basis of race, religious creed color, national origin, religion, sex (including gender, sexual orientation, gender identity and gender expression), age, ancestry, physical disability (including AIDS and HIV), mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Physical and mental disability includes conditions that are disabling, potentially disabling, or perceived as disabling.

We do not discriminate against Employees or applicants for employment on any basis prohibited by law, and we forbid discrimination and harassment, including sexual or any other types of unlawful discrimination or harassment. This policy applies to all Allied Universal employment terms and conditions including, but not limited to, recruitment, hiring, compensation, training/apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff or termination. All decisions regarding conditions of employment will be based on the individual's overall qualifications and his or her ability to meet the requirements of the position.

An Employee with questions or concerns about any type of unlawful discrimination, harassment or retaliation in the workplace should bring these issues to the attention of any Human Resource Representative, or may report such concerns via our Complaint Hotline (refer to "Concern Resolution Procedure and Employee Reporting Hotline" in this Handbook). Employees may raise concerns, report problems, or make complaints without fear of reprisal or retaliation. Anyone found to be engaging in any type of unlawful discrimination or harassment, or anyone who retaliates against any Employee for making a good faith complaint of discrimination or harassment, will be subject to disciplinary action, up to and including termination of employment.

## g) A summary (with no personally identifiable information) of any Equal Employment Opportunity (EEO) complaints involving the Offeror's company in the past five (5) years.

Allied Universal is a national security provider with over 235,000 employees. As such, Allied Universal is subject to EEO complaints and other similar complaints filed in the ordinary course of business with agencies charged with enforcement of state and federal labor laws. From time to time these complaints may result in minor settlements or in minor administrative findings, which are resolved expeditiously with the applicable agency. No such matter has resulted in settlements or findings having a material adverse impact on Allied Universal, it's clients or its operations.

**h) Copy of the Training Program - Submit a complete training plan that the guard staff will receive initially and on an ongoing basis. Training program details can address the example categories/topics described below.**

**(i) Duties and functions of a private security force;**
**(ii) Legal procedures and limitations;**
**(iii) Visitor control, including nonviolent intervention techniques of dispute resolution;**
**(iv) Emergency response and emergency medical assistance;**
**(v) First Aid and CPR Certification (as applicable to the Site);**
**(vi) Crisis Management;**
**(vii) Instruction regarding applicable Nevada Revised Statutes, and Las Vegas Metropolitan Police Department procedures;**
**(viii) Bomb threat procedures;**
**(ix) Alarm response;**
**(x) Patrol methods;**
**(xi) Theft prevention;**
**(xii) Traffic control (as applicable to the Site); and**
**(xiii) Evacuation procedures.**

## Allied Universal® Comprehensive Training Program

AUS has an award-winning learning and development program that goes beyond traditional training and provides enhanced course offerings, compliance functionality and opportunities for employee growth. Our training philosophy is driven by three key components:

- **State and local regulations** – Allied Universal will comply 100% with all state and local laws that relate to security officer training.
- **Client contract** – Allied Universal will meet or exceed the training standards outlined in the client contract.
- **Allied Universal's high standards** – Allied Universal's internal policies require strict adherence to all training requirements as outlined above. Allied Universal's training team uses the WinTeam Employee Master File and the Compliance Tracker feature to help ensure all training and security officer license information is captured and monitored for compliance.

### Minimum Training Standards:

As a condition of employment, armed security officers in Nevada will be required to meet all initial state, county, and municipal firearms training and qualification requirements with the firearm he or she will carry once authorized, as well as all mandated periodic classroom and re-qualification courses. Similarly, employees will be required to meet all state, county, or municipal training requirements governing the use of non-lethal weapons, such as a baton, chemical agent (e.g., Oleoresin Capsicum,) or stun device before being authorized to carry such weapons.

## AUS Las Vegas Branch Armed Security Academy Syllabus

This syllabus maintains compliance with Allied Universal Firearms and Non-Lethal Weapons Policies, Federal and Local Laws, and contemporary Security standards. Our curriculum includes topics in state-of-the-art Security practices taught by instructors who have been certified in their various disciplines by nationally recognized organizations and Peace Officer Standards and Training (POST) agencies. This course of training meets the Nevada Private Investigators' Licensing Board (PILB) Standards.

**Course Length**: 5 Days (40 hours)

| | | |
|---|---|---|
| **DAY 1 (8 Hours, Classroom)** | | |
| • Allied Universal Policies<br>• Legal Issues | • Use of Force<br>• Oleoresin Capsicum Sprays | • De-Escalation training and Use of Force avoidance |
| **DAY 2 (8 Hours, Classroom)** | | |
| • Handcuffing | • Surviving Edged Weapons | • Expandable Baton |
| **DAY 3 (8 Hours, Classroom)** | | |
| • Nevada PILB Training Requirements | • Firearm Care, Cleaning and Maintenance | • Range Safety Rules<br>• Weapon Manipulation (Non-firing, training guns) |
| **DAY 4 (8 Hours, Range)** | | |
| • Range Safety Rules Review | • Developing Accuracy<br>• Nevada PILB Basic Shooting Requirements | • Advanced Shooting Skills<br>• Handgun Qualification Course |
| **Day 5 (8 Hours, Classroom)** | | |
| • Report Writing | • Review | • Final Examination<br>• Certificate Ceremony |

## Training Categories and Topics:

The 13 categories and topics listed above by the City, section (h) are covered in our training plan. Armed Officers receive the 40-hour AUS Firearms Academy which includes MOAB & range time. Armed and Unarmed officers receive the 12 hours CORE training and the 16 hours OJT training, outline below. Refresher training is 16 hours every 2 years and includes a refresh on MOAB and armed policies. All training is inclusive in our bill rate to the city.

### On the Job Training (OJT):

| OJT Post Certification Training – Sample Topics | | | |
|---|---|---|---|
| • Access Control<br>• Active Shooter<br>• Bomb Threats<br>• CPR/First Aid/AED<br>• Electrical Emergencies<br>• Equipment Removal | • Fire Alarm Response<br>• ID Checks<br>• Key Control<br>• Mechanical Emergencies<br>• Media Relations<br>• Medical Emergencies | • Opening/Closing Procedures<br>• Parking & Enforcement<br>• Parking Lot Security<br>• Patrol Techniques<br>• Post Responsibilities<br>• Report Writing | • Terrorism Awareness<br>• Use of Telephones<br>• Vehicle Assistance<br>• Water Leaks<br>• Weather Emergencies |

### Core Training:

| Core Training | | |
|---|---|---|
| • Introduction to Contract Security<br>• Legal Aspects of Private Security<br>• Note Taking and Report Writing<br>• Importance of Documentation<br>• Patrol and Observation<br>• Liability and Loss Prevention<br>• Post Orders | • Appearance and Wellness<br>• Exceptional Customer Care<br>• Difficult People or Situations<br>• Introduction to Safety<br>• Personal Safety<br>• First Aid, CPR and AED<br>• Harassment | • Workplace Violence<br>• Emergency Management<br>• Indicators of Terrorist Surveillance<br>• Video Surveillance<br>• Bomb Threats<br>• Media Management |

### Ongoing and Refresher Training:

| Ongoing & Refresher Training | | | |
|---|---|---|---|
| • Fire Alarms<br>• Access Control<br>• Bomb Threats | • Medical Emergencies<br>• Broken Windows<br>• Patrol<br>• Water Leaks | • Suspicious Persons/ Disturbances<br>• Water Leaks<br>• Power Outages | • Customer Service<br>• Safety Awareness<br>• Elevator Entrapments |

# Section 6 – Pricing

Attachment 2 Pricing Worksheet is included in a separate document as requested.

In the pricing document, we included annual raises for the incumbent officers effective 3/1/21, added an increase for the account manager and added in the extra costs for tasers and training. Our pricing also reflects an overall reduction in our mark-up on the hourly bill rate to the city.

Bill rates are inclusive of the following items

- Wages
- Payroll Taxes – FICA, FUI, SUI
- Insurances – WC, GLI
- Medical benefit plan offers – health, dental, vision
- Training – pre-assignment, on-the-job, annual refresher
- Vacation/sick/pto hours
- Background checks and screening costs
- Uniforms
- Weapons/Tasers and related training/equipment
- Less-than-lethal option and related equipment
- Overhead
- Profit

HeliAUS App to be billed at $200/month per device. There are currently 5 devices being billed for the Garage/Bike Patrol division.

Bicycle repairs will continue to be be billed at $25/month per bike.

# Allied Universal Security
# Optional Supplemental Information:

The Allied Universal Security team has been the security provider to the City of Las Vegas since 2010. Over the past several years, the account has grown due to the increase size of the Community Partnership Division. Here are some examples of our work ethic and ability to help the City with all of its security needs:

**Camp Cashman** – When Catholic Charities unexpectedly closed their homeless shelter during the beginning of the COVID pandemic, the City of Las Vegas had limited time to develop a solution. When the City and Clark County elected officials came up with an interim plan, Allied Universal was contacted to provide security for the temporary safe sleeping project. AUS was contacted on a Saturday afternoon at 12:00 pm and we were asked to have the site completely staffed with armed and unarmed guards and ready to open by 6:00 pm. We were able to fully staff the site in time for the opening and continued to provide security staff for the duration of the project.

**Security consultations** – As the City continues to expand existing homeless services and facilities and to develop new programs to address homelessness, Allied has provided input and recommendations on building design, camera placement and staffing at no additional cost to the city.

**COVID screening** – Allied Universal officers takes the temperature of all staff and clients that enter to the City of Las Vegas Courtyard building and the Recuperative Care Center. The security team also ensures that everyone who enters the building completes the COVID screening questions log. This service is provided at no cost to the city.

**Support to law enforcement** – Because the homeless population is very transient, it is sometimes difficult for law enforcement agencies to keep track of victims and witnesses within the homeless population. The AUS security team at the Courtyard works with all law enforcement agencies (LVMPD, NLVPD, City Marshals, Parole and Probation, etc.) to help them identify homeless guest that they are trying to connect with. Security works with the guests at the Courtyard every day. They are able to the share information they know about the Courtyard guests to support law enforcement efforts.

**Support for guests in Corridor of Hope area** – While the primary focus of the Allied Universal security team is the safety and security of the staff and guests inside of the Courtyard and the RCC, the security team also provides support to the homeless individuals on the streets around the city sites. Security will make courtesy calls to medical and law enforcement officers on behalf of clients on the street, provide video footage to law enforcement when they are investigating events that take place on the street, and bring guests into the Courtyard for safety when they are in danger on the street.

## Emergency Response Capabilities in Nevada Backed by Local & National Resources

The City of Las Vegas will greatly benefit from Allied Universal's size which will not only provide the largest backup security force for special event coverage, but also in the event of natural or man-made emergencies requiring a surge in security.

Allied Universal handles emergency and disaster situations of every size. From the tragic events of Hurricanes Katrina, Sandy, Harvey and Irma to the Boston Marathon Bombings to annual seasonal storms and the recent COVID19 pandemic, riots and unrest in major cities and the strong weather complex known as a "derecho" sent intense winds and thunderstorms over a 700-mile stretch from Nebraska to Indiana, we activate the resources of our entire company to serve our clients, employees and others in need of assistance.

## Resources & Opportunity - Leading Edge Technology and Integration Services

Allied Universal will continue to provide services that meet your evolving needs. We have technology-applications that aid administratively and physically to help propel your facilities and services to the next-level of safety and customer service orientated programs. Specifically speaking, all of Allied Universal's technology additions are developed and supported internally and aren't 3rd party applications. High visibility patrols, and other direct community service points that are supported by cutting edge technology will both support a perception of public safety, but allow the City of Las Vegas to capture important data, and apply predictive analytics to the benefit of the program.

Our **HELIAUS** Electronic Monitoring and Electronic Software (Touring & Incident Management) Technology Platform (**which is currently being used at the City of Las Vegas Parking Division**), Robotic Assistance Devices, cameras and other technology offerings can bring important supportive changes to your public safety program. As part of the partnership renewal, Allied Universal is prepared to conduct a survey of your current systems deployment and provide advice on opportunities for improvement. As part of our commitment, we will identify technological enhancements which will allow you the opportunity to redeploy or potentially reduce manpower.

The largest pool of available support is ready for any of the City of Las Vegas' needs. Whether those are foreseeable needs such a special event, or the unexpected arising out of systems failures or natural disasters—no other organization has the level of available manpower and support that Allied Universal can dedicate to the City.

## SECTION 3 – WORK PLAN - STAFFING CATEGORIES

**Account Manager:** Director of Security for the Courtyard Homeless Resource Center, Courtyard Employee Parking, Courtyard Expansion and Recuperative Care Center (Medical Respite).

**Armed Site Supervisor:** sites supervised are the same as the Account Manager

**Courtyard HRC, Parking & Expansion, RCC Posts have:**

- Armed Officers
- Armed Shift Supervisors**:** supervise the officers on a shift

**City Center Garages and Lots and the Neonopolis Parking Garage Posts have**:

- Unarmed Site Supervisor Roaming Bike: Sites supervised include Garages, Lots, Neonopolis
- Unarmed Officer Roaming Cart
- Unarmed Officer Roaming Bike

**The Water Pollution Control Facility Posts have**:

- Unarmed Officer WPCF
- Unarmed Officer WPCF Solar Site

**Development Services Center Post has**:

- Unarmed Officers

## ACCOUNT MANAGER JOB DESCRIPTION:

The Account Manager is accountable for day-to-day operations of an assigned account, including hiring, training, disciplining and terminating staff. Build, improve and maintain relationships with clients and employees: develop & retain staff; coordinate needed support services and solve problems to effectively run the account. Meet or exceed financial & operational goals; provide quality customer service. Maintains or oversees maintenance of weekly operating schedules and completion of payroll for assigned security personnel. Provides after-hour emergency response as required.

## SITE SUPERVISOR RESPONSIBILITIES

- Develop/maintain safety programs outlining site-specific hazards; provide a safety orientation for all new hire officers, including glove cart and vehicle safety; insure accidents are reported properly.
- Develop/maintain/review Operations Procedures so that a valid worksite Post Orders are available for reference by the security staff.
- Ensure all the memos for AUS policies regarding site specifics are read, acknowledged, signed and then filed safely in an appropriate location.
- Provide Site Specific initial On-The-Job Training (OJT), periodic refresher training, and MSO / Allied Edge training opportunities for each security officer. Provide Special/driver/bike/First Aid/CPR/AED etc., site training as required.

- Ensure all Security professionals are maintaining uniform and appearance standards as outlined in the employee handbook, and the site post orders.
- Place uniform orders for all new hires and/or existing Security professionals. Ensure all Security professionals have adequate uniforms to perform their daily tasks at assigned site.
- Meet all contractual scheduled hours. Minimize and seek to eliminate overtime. Ensure Full Time personnel meet their minimum hour's requirements. Maintain a yearly vacation schedule for the security staff. Answer all call offs and make sure replacement are found and there is no coverage disturbance.
- Know and enforce ALLIED UNIVERSAL SECURITY SERVICES Policies as outlined in the employee Handbook and the site post orders.

## SHIFT SUPERVISOR RESPONSIBILITIES

- The Shift Security Supervisor will supervise and coordinate the delivery of quality services on a specific shift at an assigned customer. The **Security Shift Supervisor** will act as a liaison between site supervisor and Account Manager and professional security officers. Supervise staff on assigned shift, providing coaching, recognition and discipline within approved empowerment range.
- Review all daily logs/journals, and tours, and reconcile against shift responsibilities, post orders, monitored and unmonitored patrol requirements.
- Be responsible for all assigned site/shift security officers. Focus on performance. Lead by example. Keep your people well informed. Know your people and look out for their welfare. Train your officers to work as a team.
- Review all incident reports for content and spelling prior to submitting to the Account manager or client.

## SECURITY PROFESSIONAL RESPONSIBILITIES

- The Armed/Unarmed Security Officer is a deterrent to criminal activity by remaining visible and presenting a neat and professional appearance in properly worn uniform and associated equipment.

**Primary duty as a Security Professional is to:**

**DETER** to serve as a general security presence and visible deterrent by continually performing your duties in an alert, professional manner.

**DETECT** suspicious activities.

**OBSERVE** criminal acts or rule infractions at or near your post, which may be a threat to the facility, the Customer or Employees at your work site.

**REPORT:** all incidents, accidents or medical emergencies to the appropriate persons, including your Supervisor, in a timely manner.

Contract No. 200188-MC
Community-Based Security

| ATTACHMENT 2 - PRICING WORKSHEET - AUS | | | | | | | |
|---|---|---|---|---|---|---|---|
| Location | Type | Daily Hours | Days | Number of Personnel | Extended Total Annual Hours | Hourly Billing Rate – Regular Shift | Extended Total Amount |
| Courtyard Homeless Resource Center (HRC) & Recuperative Care Center (RCC) | Account Manager | 8 | 260 | 1 | 2,080 | 42.96 | $ 89,356.80 |
| Courtyard Homeless Resource Center | Armed Officer | 8 | 365 | 16 | 46,720 | 23.37 | $ 1,091,846.40 |
| Courtyard Homeless Resource Center | Armed Shift Supervisor | 8 | 365 | 3 | 8,760 | 25.44 | $ 222,854.40 |
| Courtyard – Employee Parking Lot | Armed Officer | 8 | 365 | 3 | 8,760 | 23.37 | $ 204,721.20 |
| Courtyard – Expansion | Armed Officer | 8 | 365 | 6 | 17,520 | 23.37 | $ 409,442.40 |
| Recuperative Care Center (Medical Respite) | Armed Officer | 8 | 365 | 9 | 26,280 | 23.37 | $ 614,163.60 |
| Recuperative Care Center (Medical Respite) | Armed Shift Supervisor | 8 | 365 | 3 | 8,760 | 25.44 | $ 222,854.40 |
| Recuperative Care Center (Medical Respite) | Armed Site Supervisor | 8 | 260 | 1 | 2,080 | 30.57 | $ 63,588.72 |
| Water Pollution Control Facility | Unarmed Officer | 8 | 365 | 3 | 8,760 | 17.88 | $ 156,628.80 |
| Water Pollution Control Facility Solar Site | Unarmed Officer (Roaming - Cart) | 8 | 365 | 2 | 5,840 | 17.88 | $ 104,419.20 |
| City Center Garages and Lots | Unarmed Officer (Roaming - Bike) | 8 | 365 | 1.57 | 4,589 | 17.88 | $ 82,047.39 |
| City Center Garages and Lots/Neonopolis | Unarmed Site Supervisor (Roaming - Bike) | 8 | 260 | 1 | 2,080 | 24.06 | $ 50,044.80 |
| Neonopolis Parking Garage | Unarmed Officer (Roaming - Bike) | 8 | 365 | 2.29 | 6674.00 | 17.88 | $ 119,331.10 |
| Development Services Center | Unarmed Officer | 8 | 365 | 3 | 8,760 | 17.88 | $ 156,628.80 |

| ADDITIONAL LABOR RATES AND SERVICES | | |
|---|---|---|
| Description | UOM | Rate |
| Unarmed Officer, Hourly Billing Rate – Overtime/Holidays | HOURLY RATE | $ 26.82 |
| Unarmed Officer, Hourly Billing Rate – Emergency Shift | HOURLY RATE | $ 26.82 |
| Armed Officer, Hourly Billing Rate – Overtime/Holidays | HOURLY RATE | $ 35.06 |
| Armed Officer, Hourly Billing Rate – Emergency Shift | HOURLY RATE | $ 35.06 |
| Armed Site Supervisor - Overtime/Holidays/Emergency | HOURLY RATE | $ 45.86 |
| Armed Shift Supervisor-Overtime/Holidays/Emergency | HOURLY RATE | $ 38.16 |
| Unarmed Site Supervisor - Overtime/Holidays/Emergency | HOURLY RATE | $ 36.09 |
| Guard Management Software License (inclusive of hardware) | MONTHLY PER UNIT | $ 200.00 |

# EXHIBIT C
# TASK ORDER TEMPLATE

## EXHIBIT C: TASK ORDER TEMPLATE

This Task Order is subject to all terms and conditions of Contract No. 200188-MC between _____ ("Company") and the City of Las Vegas ("City").

This Task Order incorporates by reference the Contract for Community-Based and Physical Security Services, between the Parties ("Contract"). In the event of a conflict in terms between this Task Order and the Contract, the terms of the Contract shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Contract. Any specification, user requirements document, checklist, etc., attached hereto and explicitly referenced herein shall be part of this Task Order, provided such documents are in writing and signed by an authorized representative of each party.

Effective date of Task Order: _____ Task Order #: _____

Prepared by [Company Name]: _____

Project Name: _____

| **Section A - Department and Division:** |
|---|
| |
| **Section B - Site and Location Address:** |
| |
| **Section C - Services Start Date:** |
| |
| **Section D - Estimated Timetable/Performance Period** |
| |
| **Section E - Description of Services/Deliverables and Related Effort:** |

Services/Deliverables | Resources | Hours | Hourly Rate]

| Type | Post | Shift | Number of Hours | Number of Guards | Applicable Labor Rate | Extended Totals |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Section F - Shifts:**

List

**Section G - Required Job Skills:**

List

**Section H - Job Responsibilities:**

List

**Section I - Other Special Terms and Conditions:**

List

**Section J - Summary of Compensation**

List: Total Cost of Section A
Total Task Order Amount

**CITY OF LAS VEGAS**

Tonya Kemble — Date
Manager, Purchasing & Contracts

**UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES**

NAME: — Date
Title:

**CITY REPRESENTATIVE/ PROJECT MANAGER**

Name:

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**18**

**DEPARTMENT: Municipal Court** **CONSENT**
**DIRECTOR: Jack Eslinger**

**SUBJECT:**
For possible action to approve an Interlocal Agreement between the City of Las Vegas (City) and Clark County (County) designating the County as the applicant and fiscal agent for purposes of the FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $922,213, with an allocation to the City in the amount of $160,535 for specialty program applications and grant administration - All Wards

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
The City of Las Vegas and Clark County intend to apply for funds offered by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The grant provides funding for a range of program areas that support all components of the criminal justice system including multijurisdictional drug and task forces, crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives, and mental health programs. This grant has historically been received for Municipal Court programs as well as programs in other departments. The Interlocal Agreement identifies Clark County as the applicant/fiscal agent for the $922,213 anticipated program award. The City of Las Vegas projects and recommended allocations include: $132,240 to fund Municipal Court Specialty Court Program; $24,795 to fund the West Las Vegas Arts Center Performance and Visual Arts Camp for Kids Program; $3,500 for Administration of the FY 2019 JAG grant, which includes management and training activities. The total recommended funding allocation for the City of Las Vegas applications and administration is $160,535.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Interlocal Agreement between Clark County and the City of Las Vegas Justice Assistance Grant Program

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF LAS VEGAS, REGARDING THE DESIGNATION OF CLARK COUNTY AS THE APPLICANT/FISCAL AGENT, PURSUANT TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM COUNTY FY-2020 FEDERAL FY2019 AWARD**

This Interlocal Agreement is made and entered into this ___day of _____, 2021, by and between Clark County ("County"), acting by and through its governing body, and the City of Las Vegas ("City"), acting by and through its governing body. The County and City may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

WHEREAS, The County and City are each lawful political subdivisions of the State of Nevada.

WHEREAS, There are grant funds available to the Parties under the Justice Assistance Grant (JAG) Program County FY2020 Federal FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program ("JAG Program") (2019-DJ-BX-0831) in the combined amount of $922,213 ("Grant Funds"), in which the grant timeline is from October 1, 2018 to September 30, 2022, for "the support of all components of the criminal justice system, from multi-jurisdictional drug and task forces to crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives, and mental health programs. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures." (*quoting*, Overview of Edward Byrne Memorial Justice Assistance Grant, Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738).

WHEREAS, The Parties have communicated and expressed a collective desire to apply for the Grant Funds through the JAG Program.

WHEREAS, The Parties were certified by the Director of the Bureau of Justice Assistance as a JAG Disparate Jurisdiction, and because of this certification, the Parties must identify an applicant/fiscal agent that will submit a joint application to the Department of Justice, Office of Justice Program's Bureau of Justice Assistance ("BJA") for joint funds.

WHEREAS, The Parties intend for this Agreement to identify the applicant/fiscal agent of Grant Funds, as well as to determine the proper administration for the Grant Funds, including the procedure for the distribution and monitoring of the Grant Funds, mandates regarding the permitted and prohibited use of Grant Funds pursuant to the Justice Assistance Grant (JAG) County FY2020 Federal FY2019 JAG Program, timetables for the submission of relative reports pursuant to the rules of the Justice Assistance Grant (JAG) County FY2020 Federal FY2019 JAG Program, and general oversight of the Grant Funds.

**AGREEMENT**

I. Identification of the Applicant/Fiscal Agent for the Grant Funds.

The Parties hereby agree that **Clark County** is the applicant/fiscal agent and lead of the Grant Funds for purposes of the Justice Assistance Grant (JAG) County FY2020 Federal FY2019 JAG Program of the Edward Byrne Memorial Justice Assistance Grant Formula Program.

II. Allocation of JAG Funds for Each Required Party

The Parties hereby acknowledge and agree to allocate funds to recipients and subrecipients in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: County FY2020 Federal 2019 Local Solicitation (attached hereto at Exhibit 1) and any other rules and regulations promulgated by the Department of Justice following approval of the joint application by execution of grants and agreements in accordance with the terms hereof. Funding listed below shall be in accordance with the budget narrative from the final Edward Byrne

Memorial JAG County FY2020 Federal FY2019 Local Solicitation grant application submission to the Department of Justice:

A. City of Las Vegas Projects and Recommended Allocations:

1. The City of Las Vegas Municipal Court - $132,240 to fund the Specialty Court Program, which will provide for a six-step specialty court program to reduce crime and recidivism and increase public safety in the identified target population. This target population consists of: veterans, homeless, prostitutes, DUI offenders, mentally ill, and 18-24 year old offenders with propensity to be involved in crime-based risky behavior.
2. The City of Las Vegas (West Las Vegas Arts Center) - $24,795 to fund the Performance and Visual Arts Camp for Kids Program for "at risk" youth ages 10-15 years old. The program eliminates idle time for students who are vulnerable and might participate in gang activity, drug use, and crime.
3. The City of Las Vegas - $3,500 for administration of the County FY2020 Federal FY2019 JAG grant, which also includes management and training activities.

   The total recommended funding allocation for the City of Las Vegas applications and administration is: $160,535.

B. Clark County Projects and Recommended Allocations:

1. Clark County District Attorney - $132,240 for costs associated with compensating two existing gang crime prosecutors for the Clark County District Attorney's Gang Unit. The attorneys of the Clark County DA's Gang Unit provide police agencies with primary contact for dealing with the majority of gang-related cases. Their specialization in these crimes and victims is an asset to both the office and its law

enforcement partners, as the unit has enabled the office to obtain a multitude of felony convictions and provided specific points of contact for information on gang-related questions for law enforcement and the community

2. Southern Nevada Police Athletic League - $20,663 to fund operations of a Neighborhood Tennis Academy, through which at-risk youth will be able to participate in a tennis program, which offers not only tennis instruction, but leadership and resiliency training, anti-gang, and other self-development skills and academic tutoring.
3. Project REAL Inc. – (Project REAL) $49,590 for personnel costs, teacher/law enforcement training for Clark County, promotional events, and contractual costs for program publications. Play by the Rules is primarily a Nevada middle school program taught by law enforcement/teacher teams to teach youth how to gain practical 'daily life' knowledge about state-specific laws and possible sanctions for breaking state laws, and how to acquire important life skills that can help youth refrain from participating in gang and other criminal activities.
4. Clark County Department of Juvenile Justice Services - $28,928 to fund the Probation Division who is responsible for the supervision and treatment of youth adjudicated as delinquent. The majority of these offenders are court ordered to complete community service as a restorative justice component of their case plan.
5. Boys & Girls Clubs of Las Vegas - $41,325 to fund personnel and operations for the SMART Moves program, which provides youth referred by law enforcement agencies and intervention organizations with gang awareness and resistance, conflict resolution, and positive peer training.

6. The Embrace Project - $78,518 to fund operations for the FREE to Choose program which provides support services to commercially sexually exploited children and youth between the ages of 12-21.
7. Clark County 8th Judicial District Court - $59,872 to fund a specialty court coordinator who will: a.) screen and assess referred defendants for appropriateness and appropriate level of care; b.) provide case management services that include coordinating placement in treatment programs and referrals to ancillary services; and c.) provide the presiding Court Judge and team information necessary to make effective responses to participants' behavior.
8. Hookers for Jesus - $20,663 to provide crisis counseling, individual and group therapy, job skills training, mentoring, educational seminars and workshops, and access to wide variety of community resources intended to promote healing and restoration for sexual assault victims ages 18 to 50.
9. Clark County Law Foundation - $15,322 to fund program operations for the Trial By Peers Program. This program is used as an alternative for first and some second-time juvenile offenders. This program provides juveniles with hands-on experience within the legal system.
10. Clark County Department of Family Services - $27,901 to operate the Parenting Project which will expand evidence-based parent education services in Clark County for court-referred agency referred parents and families.
11. Family and Child Treatment of So. Nevada, Inc. - $49,745 to provide professional mental health outpatient counseling, intervention, advocacy services, victims' services,

and support services to children and teens who are victims of child prostitution and/or sex trafficking in Las Vegas/Clark County.

12. Nevada Child Seekers - $42,183 to operate the Case Management Services Program which plays an integral role in assisting to rescue children from child trafficking, abduction, gangs, and drugs. Nevada is one of the nation's most transient states.
13. Vision Theatrical Foundation, Inc. - $43,423 to fund a program which presents real life and death situations that children ages 8 to 18 years old face daily, such as; school violence, drug abuse, teen pregnancy, gang and domestic violence, and teen suicide.
14. Mesquite Police Department - $12,398 to purchase a box camera and cradle point finder to assist with solving crimes and identifying crimes that are not being reported such as drug deals, graffiti, thefts, vehicles burglaries, vandalism, property drug deals, gang related activities, and sexual assault.
15. Boys Town Nevada - $20,663 to provide support services focusing on safety of the youth/family and community, reducing youth delinquent behaviors, and replacing with positive behaviors.
16. Awareness Is Prevention - $20,663 to develop and provide formal education programs custom made for various audiences, such as law enforcement agencies, teachers, social workers, counselors, principals, students, and their parents/caregivers, as well as homeless youth.
17. National Incident-Base Reporting System (NIBRS) - $27,666 to achieve the FBI's goal that by January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

18. Clark County Administration - $69,915 for administration of the County FY2020 Federal FY2019 JAG grant, which also includes management and training activities. The total recommended funding allocation for Clark County applications and administration is: $761,678.

III. Rules and Procedures for Administration of the JAG Program

It is the responsibility for every Subrecipient of this grant to become familiar and comply with the requirements from the Department of Justice. Failure by any recipient to so execute will preclude Clark County from submitting required reports to the Department of Justice, which may result in loss of all funds for all eligible entities. Clark County, as fiscal agent, has established the following rules and procedures for the administration of the JAG Program in order to ensure compliance with United States Department of Justice, Bureau of Justice Assistance requirements:

1. City of Las Vegas and Subrecipients shall use the funds from this grant solely for the purposes listed in the grant application for "state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas: law enforcement programs, prosecution and court programs, including indigent defense, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation, and technology improvement programs, crime victim and witness programs, and mental health programs (other than compensation)", (*quoting*, Program areas of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program County FY2020 Federal FY2019 Local Solicitation).

2. City of Las Vegas and Subrecipients shall agree that funds received from this grant "be tracked, accounted for, and reported on separately from all other funds. Additionally, federal funds cannot be used as match for other federal awards". Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of County FY2020 Federal FY2019 Local JAG funds. The accounting systems of all recipients and subrecipients must ensure that funds from any award under this solicitation are not commingled with funds from any other source. Misuse of Grant Funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. "Supplanting is prohibited under JAG", (*quoting*, Supplanting, Edward Byrne Memorial Justice Assistance Grant (JAG) Program County FY2020 Federal FY 2019 Local Solicitation).
3. City of Las Vegas and Subrecipients agree that all funding recipients that propose to hold or sponsor conferences (including meetings, training, and other similar events) shall minimize costs. This requires the Office of Justice Program (OJP) to review and provide prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients). "OJP generally prohibits the use of funding to provide food and beverages at conferences", (quoting, Minimization of Conference Costs, Edward Byrne Memorial Justice Assistance (JAG) Program

County FY2020 Federal FY2019 Local Solicitation). Due to Covid-19 all in-person meetings, training, and other similar events have been placed on hold.

4. City of Las Vegas and Subrecipients agree to provide Clark County with programmatic, quarterly time-sheets, and fiscal reports no later than **five calendar days after the end of each calendar quarter** to comply with the grant guidelines. "In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements, which require detailed reporting (including reporting on sub-awards) no later than ten calendar days after the end of each calendar quarter", *(quoting*, Eligibility of Edward Byrne Memorial Justice Assistance Grant).

    a. Recipient Reports - No later than 10 days after the end of each calendar quarter, each recipient that received Grant Funds shall submit a report to that agency that contains--

    (1) the total amount of federal funds received from that agency;

    (2) the amount of federal funds received that were expended or obligated to projects or activities; and

    (3) a detailed list of all projects or activities for which federal funds were expended or obligated, *including*--

    (A) the name of the project or activity;

    (B) a description of the project or activity;

    (C) an evaluation of the completion status of the project or activity;

    (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(E) detailed information on any subcontracts or sub-grants awarded by the recipient shall include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting of awards $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier sub-awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding sub-awards will be made through the FFATA Sub-award Reporting System (FSRS), found at www.fsrs.gov/.

(F) Subrecipient shall comply with the requirements of the 2 CFR Chapter II, Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and its relevant sub parts as they are related to the use of the JAG Funds by Subrecipient, and is subject to the current federal regulations as may be amended.

b. Applicants should anticipate that no sub-award of an award made under this solicitation may be made to a Subrecipient (other than an individual) unless the potential Subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

c. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

d. Justice Assistance Grant (JAG) Program County FY2020 Federal FY2019 Local Justice Assistance (JAG) grant recipients may expect that the information posted by Office of Justice Programs (OJP) will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to drawdown funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the award. Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available.

IV. Distribution of the Grant Funds

The distribution of the Grant Funds, in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: County FY2020 Federal FY2019 Local Solicitation (attached hereto at Exhibit 1) and any other rules and regulations promulgated by the Department of Justice shall be as follows:

1. Prior to any disbursement of Grant Funds, each Subrecipient must provide written proof of a DUNS number and registration in the CCR database. Failure to provide written proof will result in forfeiture of the Grant Funds allocated to the Subrecipient.
2. City of Las Vegas and Subrecipients shall submit to Community Resources Management the requests for reimbursement for each month, by the 20th day after the end of each calendar quarter.
3. Report templates to be completed by City of Las Vegas and Subrecipients, will be provided by Clark County. Reports and reimbursement requests may be submitted electronically to the fiscal agent via ZoomGrants.
4. Failure to submit programmatic, quarterly time-sheets, and financial reports no later than **five calendar days after the end of each calendar quarter may result in the forfeiture of the grant allocation to City of Las Vegas and Sub-recipient**.
5. City of Las Vegas and Subrecipients will allow a designated representative of the fiscal agent to monitor, at any time or place, the programmatic and fiscal activities as they relate to this grant. Failure to comply will result in the forfeiture of the grant allocation and will require that the parties come to a consensus of how the forfeited funds will be redistributed.
6. A quarterly WebEx meeting may be scheduled by the parties after the end of each calendar quarter to ensure that all City of Las Vegas and Subrecipient reports have been submitted, provide updated reporting requirements, or to reallocate forfeited funds.
7. The fiscal agent will prepare a budget modification that will be submitted with the fiscal and programmatic reports, as required by the Byrne Memorial Justice

Assistance Grant. Upon approval of the written budget modification by the Department of Justice, the redistributed funds will be available.

8. The interest earned on the above project revenues will be allocated as follows: Vision Theatrical Foundation and Boys Town Nevada and shall receive interest earned evenly.

V. Agreement Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Las Vegas other than claims for which liability may be imposed by the Tort Claims Act.

VI. Party Responsibilities

Each Party of this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

VII. Third Party

The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

VIII. Party Obligations

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

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IN WITNESS WHEREOF, the Parties have set their hands the day and year last written below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

John S. Ridilla 3/16/21

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CLARK COUNTY

Marilyn Kirkpatrick, Chair Date

ATTEST:

Lynn Goya, County Clerk Date

APPROVED AS TO FORM:

Steven Sweikert 2-18-21

Steven Sweikert, Date
Deputy District Attorney

ATTACHMENT 1

| Local JAG FY-2019 | DOJ allocation= | $922,213 | |
|---|---|---|---|
| AGENCY NAME | LLEAC FY2019 ALLOCATIONS | 17.35% Reduction(-) | DOJ FY2019 Allocation |
| Clark County District Attorney (Gang Unit) | $160,000 | ($27,760) | $132,240 |
| City of Las Vegas Municipal Court (Specialty Substance Reduction) | $160,000 | ($27,760) | $132,240 |
| Project REAL (Youth Delinquency) | $60,000 | ($10,410) | $49,590 |
| Boys and Girls Clubs of Southern Nevada (Bullying) | $50,000 | ($8,675) | $41,325 |
| Clark County Dept. of Family Services (Parenting Project) | $33,758 | ($5,857) | $27,901 |
| 8th Judicial District Court (Felony DUI) | $72,440 | ($12,568) | $59,872 |
| The Police Athletic League, Inc. (Juvenile Crime Reduction) | $25,000 | ($4,338) | $20,663 |
| Clark County Law Foundation (Trial by Peers) | $18,538 | ($3,216) | $15,322 |
| Hookers for Jesus (HumanTrafficking Victims) | $25,000 | ($4,338) | $20,663 |
| Family and Child Treatment of So. NV, Inc. (Teen & Child Trafficking) | $60,188 | ($10,443) | $49,745 |
| Mesquite Police Department (Surveillance Equipment) | $15,000 | ($2,603) | $12,398 |
| Clark County Dept. of Juvenile Justice Services (Youth Public Service Program) | $35,000 | ($6,073) | $28,928 |
| Nevada Child Seekers (Endangered Children) | $51,038 | ($8,855) | $42,183 |
| Boys Town Nevada (Youth Support Services) | $25,000 | ($4,338) | $20,663 |
| Awarness is Prevention (Human Trafficking) | $25,000 | ($4,338) | $20,663 |
| The Embracing Project (Services to Youth Victims) | $95,000 | ($16,483) | $78,518 |
| City of Las Vegas -West Las Vegas Arts Center | $30,000 | ($5,205) | $24,795 |
| Vision Theatrical Foundation | $52,538 | ($9,115) | $43,423 |
| Subtotal | $993,500 | ($172,372) | $821,128 |
| CC Admin Costs (10% Allowed) | $70,000 | ($81) | $69,919 |
| CLV Admin Costs (10% Allowed) | $3,500 | | $3,500 |
| NIBRS 3% | $33,000 | ($5,334) | $27,666 |
| Subtotal | $106,500 | ($5,415) | $101,085 |
| TOTAL | $1,100,000 | [illegible] | $922,213 |

The LLEAC voted to apply any interest earned evenly on the below two projects: Vision Theatrical and Boys Town NV

COUNTY FY2020 FEDERAL FY2019 CLV ALLOCATIONS CC LEAD JAG 0831

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**19**

**DEPARTMENT: Operations & Maintenance** **CONSENT**
**DIRECTOR: Jerry Walker**

**SUBJECT:**
For possible action to approve a Real Property Purchase Contract between the City of Las Vegas and Sticks Holdings, LLC for the sale of real property located at 1150 West Owens Avenue, APN 139-21-803-006, for $170,000 - Ward 5 (Crear)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
The property is vacant land that the City has no current or future use for. On October 2, 2019 City Council approved Resolution R-42-2019 whereby the City Council authorized the sale of the property by an internet auction. The property failed to sell at 2 internet auctions. The City then marketed the property for sale for the appraised value at $170,000. The City has received an offer for the full sales price.

**RECOMMENDATION:**
Staff recommends approval and authorization of the City's Real Estate Manager to execute any documents, as approved as to form by the City Attorney, related to the conveyance of the real property.

**BACKUP DOCUMENTATION:**
1. Real Property Purchase Contract

## REAL PROPERTY PURCHASE CONTRACT

THIS REAL PROPERTY PURCHASE CONTRACT ("Contract") is entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Seller" or "City"), and STICKS HOLDINGS, LLC, a Nevada Limited Liability Company ("Buyer" or "Sticks"). The Buyer and Seller are sometimes collectively referred to herein as the "Parties."

This Contract is effective on the date of execution by the City and Sticks, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other (the "Effective Date").

## RECITALS

WHEREAS, Seller is the fee title owner of that certain real property, Assessor's Parcel Number 139-21-803-006 consisting of approximately 0.41 acres addressed as 1150 West Owens Avenue and located at the northeast corner of West Owens Avenue J Street, City of Las Vegas, Clark County, NV 89106 (collectively, the "Property") depicted and legally described on **Exhibit A** attached hereto; and

WHEREAS, at the October 2, 2019 meeting, the Las Vegas City Council adopted Resolution R-42-2019 whereby the City Council authorized the sale of the Property by Internet auction; and

WHEREAS, the Property failed to sell at the two (2) Internet auctions; and

WHEREAS, the City marketed the property for sale though the City's broker CBRE; and

WHEREAS, Sticks and the City entered into that certain Offer to Purchase, attached hereto as **Exhibit B**, whereby the Property would be sold to Sticks for ONE HUNDRED AND SEVENTY THOUSAND DOLLARS ($170,000), which is the most recent appraised value of the Property, and other terms and conditions contained therein and incorporated into this Contract.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

## ARTICLE 1
## AGREEMENT

1.1. PURCHASE AND SALE CONTRACT. For the consideration hereinafter set forth, and subject to the terms, provisions, covenants, and conditions herein contained, Seller hereby agrees to convey, and Buyer hereby agrees to purchase and acquire the Property. This Contract shall be effective on the date that it is signed by both Parties (the "Effective Date").

1.2. PURCHASE PRICE. The purchase price for the Property shall be ONE HUNDRED AND SEVENTY THOUSAND DOLLARS ($170,000), together with any adjustments, costs, credits, and/or prorations set forth in this Contract (the "Purchase Price"), payable in lawful money of the United States of America.

1.3 DEPOSIT. The Buyer shall deliver a deposit in the amount of TEN THOUSAND DOLLARS ($10,000) ("Deposit") in lawful money of the United States of America, paid to Escrow Agent within two (2) business after Escrow (as defined herein) is opened, which Deposit shall be held in escrow by Escrow Agent during the pendency of this Contract and shall remain refundable to Buyer during the Contingency Period in accordance with the terms herein. After the expiration of the Contingency Period, the Deposit shall be fully refundable to Buyer if Escrow fails to close for any reason other than Buyer's default of this Agreement.



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## ARTICLE 2
## ESCROW

2.1. ESCROW HOLDER. Seller will open escrow within twenty one (21) calendar days after execution of this Contract with Commerce Escrow, Dwayne Butler, 1055 Wilshire Boulevard, Suite 1000, Los Angeles, CA 90017 (the "Escrow Agent"). The title company shall be Stewart Title Company (the "Title Company").

2.2. CONTINGENCIES. Buyer's obligation to purchase the Property and Seller's obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein ("Contingencies") no later than ninety (90) days after the Effective Date of this Contract, pursuant to the LOI ("Due Diligence Period").

A. Title. Promptly after opening Escrow, Buyer shall obtain, at Buyer's expense, a commitment for an owner's policy of title insurance issued by the Title Company with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) all liens of any deeds of trust, mortgages, delinquent taxes, judgment liens, and/or mechanics' liens created by, under or through Seller and/or its predecessors (the "Monetary Liens"), which Monetary Liens Seller shall cause to be released at or prior to Closing at its sole cost and expense; and (v) covenants, restrictions, conditions and easements of record. Buyer shall have the right to object to any exceptions contained in the Title Commitment prior to five (5) business days before the expiration of the Due Diligence Period. If Buyer so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain Title Company's commitment to issuance at Closing an endorsement therefor within the Due Diligence Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller and Title Company shall return the Deposit to Buyer without instruction from Seller. At the Close of Escrow, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a ALTA Form 1970 (Amended 10-17-70) extended coverage owner's policy of title insurance, containing such endorsements as may be reasonably required by Buyer and approved by Title Company, in the amount of the Purchase Price showing fee title to the Property vested solely in Buyer subject only to the exceptions approved by Buyer (the "Title Policy") is a condition precedent to the Buyer's obligation to proceed to Close of Escrow under this Contract. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey, if any, and not objected to by Buyer and any other matters that Buyer has approved in writing.

B. If Buyer fails to deliver written notice that the Property is not suitable on or before the expiration of the Due Diligence Period, then the condition of the Property shall be deemed approved by Buyer and Buyer's deposit shall be non-refundable to Buyer subject to any uncured Seller defaults. The Deposit shall apply towards the Purchase Price.

C. Survey. During the Due Diligence Period, Buyer shall have the right to obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent Minimum Standard Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. Notwithstanding anything to the contrary herein, the receipt of a Survey by Buyer shall not be a condition precedent to the Closing or of Buyer's obligations of performance under this Contract.



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D. Survey Notice. If the Survey reveals any exceptions to title or any matters affecting the Property to which Buyer objects ("Survey Exceptions"), Buyer shall notify Seller of such Survey Exceptions not later than fifteen (15) calendar days prior to the expiration of the Due Diligence Period (the "Survey Notice"). If, within the Due Diligence Period: (1) Seller fails to cure any Survey Exceptions referenced in the Survey Notice, or (2) Seller notifies Buyer of Seller's inability or unwillingness to cure such Survey Exceptions referenced in the Survey Notice (collectively, Seller's "Survey Notice Rejection"). Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller within five (5) calendar days following the expiration of the Due Diligence Period, or waive such Survey Exceptions and proceed to Closing.

E. Environmental Conditions. Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology, and other conditions of the Property, together with reliance letters of the preparers of such reports as may be required by Buyer ("Environmental Reports"). If the Environmental Reports reveal any environmental matters adversely affecting the Property to which Buyer objects (the "Environmental Conditions"), Buyer shall notify Seller of such Environmental Conditions not later than five (5) business days prior to the expiration of the Due Diligence Period (the "Environmental Notice"). If, within the Due Diligence Period: (1) Seller fails to cure any Environmental Conditions referenced in the Environmental Notice, or (2) Seller notifies Buyer of Seller's inability or unwillingness to cure such Environmental Conditions referenced in the Environmental Notice (collectively, Seller's "Environmental Notice Rejection", Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller within five (5) business days following the expiration of the Due Diligence Period, or waive such Environmental Conditions and proceed to Closing. If Seller elects to remove the Environmental Conditions set forth in the Environmental Notice, Buyer shall have the right to approve such removal for five (5) business days after receipt thereof. If Buyer approves such removal, Seller shall have an obligation to remove such Environmental Conditions as set forth in its election and Buyer and Seller shall execute an agreement memorializing Seller's obligation in form and content reasonably acceptable to Buyer and Seller.

F. Inspection. Seller shall deliver the Property to Buyer at the Closing vacant of any and all persons. Seller shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied that the Property is vacant of persons or with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Seller a written request that the Seller remove such persons and/or remedy any unsatisfactory conditions. In the event that Buyer and Seller do not reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Due Diligence Period, then Buyer shall have the right to terminate this Contract and the Deposit shall be returned to Buyer without further action of Seller.

G. Buyer Indemnity. Buyer shall indemnify, hold harmless, and defend Seller and Seller's elected officials, officers, employees, and agents from any and all liability, loss, cost, damage or expense (including actual attorney's fees and costs), of whatsoever nature relating to or in connection with any injury to persons or damage to property, where such injury or damage arises from or relates to the entry upon, occupation, use or inspection of the Property by Buyer, its agents, officers or employees; provided, however, such indemnity shall not (i) extend to protect Seller from any pre-existing physical condition of the Real Property which is merely discovered by Buyer, or (ii) apply if the lien, claim, cause of action, damage, liability or expense is due to Seller's negligence or willful misconduct. In addition, Buyer shall keep the Property free from any lien(s) which could arise as a result of the exercise by Buyer of any of its rights under this Section. Buyer shall, at its sole cost and expense, promptly reasonably repair any damage to the Property caused by the entry by Buyer to the Property. Notwithstanding anything to the contrary



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herein, Buyer's duties and obligations under this Section shall survive any termination of this Contract or the transfer of title as provided herein.

## ARTICLE 3
## CLOSE OF ESCROW

3.1. CLOSING. For purposes of this Contract, the "Closing" shall be deemed to occur as of the date and time that the Grant Deed are recorded in the Clark County Recorder's Office and the "Closing Date" or "Close of Escrow" shall be the day that the Closing occurs.

3.2 CLOSING DATE. The Closing Date shall be no later than thirty (30) calendar days after the expiration of the Due Diligence Period. In addition to the satisfaction or waiver of the Contingencies, Buyer's obligations under this Contract are subject to and contingent upon the occurrence of the following on or before the date of Closing: (a) all of Seller's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; (c) the Parties shall have delivered all other documents and other deliveries listed hereof; and (d) the Title Company has irrevocably committed to issue the Title Policy.

3.3. DOCUMENTS AND DELIVERY.

A. Seller's Documents. At least one (1) business day prior to the Closing Date, Seller shall deposit into Escrow:

(1). One (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to Buyer fee simple title to the Property ("Grant Deed"), which shall be recorded in the Official Records of Clark County, Nevada on the Close of Escrow; and

(2). One (1) original executed State of Nevada Declaration of Value statement, to accompany the Grant Deed; and

(3). One (1) original of an affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended, duly executed by Seller; and

(4). One (1) counterpart signature on the joint escrow instructions between Buyer and Seller, which will be prepared by Escrow Agent consistent with the terms of this Contract ("Joint Escrow Instructions"); and

(5). Such other instruments and documents as may be reasonably requested by the Title Company relating to Seller, to the Property and as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Contract.

B. Buyer's Documents. At least one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow:

(1). One (1) counterpart signature of the Joint Escrow Instructions; and

(2). One (1) original counterpart execution on the State of Nevada Declaration of Value statement signed by Seller and referenced in Paragraph 4.2(a)(2) above; and

(3). Such other instruments and documents as may be reasonably requested by Escrow Holder as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Contract.



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3.4 FUNDS. Prior to the Close of Escrow, Buyer shall deposit (or cause the acquisition funding sources to deposit) into Escrow by wire transfer in an amount which shall equal the Purchase Price plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Contract. If amounts are sent by check, or other "good funds" rather than wire transfer the checks must clear at least one (1) business day prior to the Closing Date.

A. Prorations. The following items shall be prorated by the Escrow Agent as of the day of the Closing, with Seller chargeable for costs incurred through the Closing and Buyer chargeable for costs incurred from and after the Closing:

(1). All real and personal property taxes based on the most recent property tax bills available, bonds, additional taxes, special assessments, rents, issues, and profits from the Property, and such other matters as the Parties shall instruct the Title Company prior to Closing Date.

(2). Any tax bills received by Buyer after the Close of Escrow relating to a period prior to the Close of Escrow shall be prorated between the Parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Article shall survive the Close of Escrow.

B. Closing Costs.

(1). Buyer shall pay the following closing costs: (i) Title Policy fees for extended coverage and title endorsements requested by Buyer; (ii) the Survey; (iii) one-half of the escrow fees; and (iv) one-half of the real property transfer tax in connection with the transfer of the Property to Buyer.

(2). Seller shall pay the following closing costs: (i) one-half of the escrow fees; and CLTA Title Policy fees; and (ii) one-half of the real property transfer tax in connection with the transfer of the Property to Buyer

(3). All other fees and charges will be allocated according to custom of Clark County, Nevada, the county in which the Property is located. Each party hereto shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

3.5. Conditions to Closing. If any condition precedent set forth in this Article 3 is not satisfied or waived by the party for whose primary benefit it exists upon the Close of Escrow, in addition to any rights and remedies of the Parties set forth herein, said benefited party may terminate this Contract by written notice to the other party and the Parties shall have no further obligation to each other under this Contract except for Buyer's obligations which are expressly intended to survive.

A. Buyer's conditions.

(1). All instruments described in Article 3 have been delivered to the Title Company;

(2). Title Company is in a position and is prepared to issue to Buyer the Title Policy;

(3). All representations and warranties made by Seller in Article 5 below shall be true and correct in all material respects as of the Closing Date; and

(4). Seller shall have performed, observed and complied with all covenants, agreements, and conditions required by this Contract to be performed, observed and/or complied with by Seller prior to, or as of, the Closing Date.

B. Seller's Conditions.

(1). All instruments described in Article 3 have been delivered to the Title Company;

(2). All representations and warranties made by Buyer hereof below shall be true and



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correct in all material respects as of the Closing Date; and

(4). Buyer shall have performed, observed and complied with all covenants, agreements and conditions required by this Contract to be performed, observed and/or complied with by Buyer prior to, or as of, the Closing Date; and

3.6. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of loss to the Property shall be borne by Seller until Close of Escrow provided that if any Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction with no abatement or reductions of the Purchase Price and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all Parties from liability hereunder, by giving written notice to Seller within fourteen (14) calendar days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller in writing shall constitute an election to proceed with the transaction.

## ARTICLE 4
## BUYER'S COVENANTS

4.1. BUYER'S COVENANTS. Buyer hereby covenants as follows:

A. No Interference. Buyer shall not interfere with or hinder the operation of the Property prior to the delivery of possession thereof to Buyer at the Close of Escrow.

B Adequacy of Buyer's Inspection. Buyer agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction, and if Buyer acquires the Property from Seller, Buyer acknowledges that it will be purchasing the Property with full knowledge of any and all conditions of the Property. Buyer acknowledges that it is fully capable of evaluating the Property's suitability for Buyer's intended use. Buyer agrees that (i) Buyer shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) Buyer is relying solely upon such inspections, examination, and evaluation of the Property by Buyer in purchasing the Property.

C. AS-IS. Except for Seller's representations, warranties and covenants contained in this Agreement, the Property is being sold and conveyed hereunder and Buyer agrees to accept the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by Seller except as expressly set forth in Article 5 below.

Buyer acknowledges and agrees that, other than the representations and warranties set forth hereof, Seller makes no representations or warranties, express or implied, as to the Property or the transaction contemplated by this Contract. Buyer acknowledges and agrees that, other than the representations and warranties set forth hereof, no person acting on behalf of Seller is authorized to make (and by the execution hereof, Buyer hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty or promise regarding the Property, the any documents related to the Property or the transaction contemplated herein, and no representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Seller which is not contained in Article 5 below shall be valid or binding upon Seller. Buyer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties or covenants (other than the representation and warranties set forth in Article 5 hereof), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. Buyer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

D. Release. Upon the Close of Escrow, other than with respect to a breach of an express representation, warranty or covenant of Seller contained in this Agreement, Buyer hereby agrees to assume all risks and liabilities related to the property (including as related to the physical/environmental condition of the property, and its value, fitness, use or zoning) whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the property (including as related to the physical/environmental condition of the Property, and its value, fitness, use, or zoning). Except for a breach of the representations, warranties or covenants of Seller contained in this Agreement, Buyer hereby waives and releases seller, its officers, directors, shareholders, members, partners, principals, agents, attorneys, employees and subsidiaries, from any and all claims, judgments, liabilities, penalties, fines, costs, expenses, demands, losses or damages (including without limitation attorney fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the property(including the physical/environmental condition of the Property, and its value, fitness, use, or zoning).

Notwithstanding anything to the contrary set forth in this agreement, the provisions set forth in this article shall survive the Close of Escrow.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES

5.1. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents, covenants, and warrants:

A. Power and Authority. Seller is duly organized and legally existing. The execution and delivery by Seller of, and Seller's performance under this Contract are within Seller's powers and have been duly authorized by all requisite action, and the person executing this Contract on behalf of Seller has the authority to do so.

B. Valid Contract. This Contract constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the right of contracting Parties generally.

C. No Breach. Performance of this Contract by Seller will not result in a breach of, or constitute any default under any agreement or instrument to which Seller is a party, which breach or default will adversely affect Seller's ability to perform its obligations under this Contract.

D. Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

E. Environmental Matters. To the best of Seller's knowledge, the Property is not in violation of any Environmental Law and Seller has no knowledge of (i) the presence on or about the Property of any Hazardous Materials; (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of



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1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law.

If Seller has received or at any time does receive notice, knowledge, or information as to the presence, alleged presence, release, or threatened release of Hazardous Materials on or about the Property other than as previously disclosed by Seller to Buyer, Seller agrees to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same, and regardless of when such notice is received, Buyer shall have the right to cancel the purchase and receive its deposit in return.

F. Bankruptcy. Seller (i) is not in receivership or dissolution; (ii) has not made any assignment for the benefit of creditors; (iii) has not admitted in writing its inability to pay its debts as they mature; (iv) has not been adjudicated a bankrupt; (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) above filed against Seller.

If prior to the Closing Buyer is aware that any of the representations contained in this Article are not true and correct as of the date hereof or at Close of Escrow, Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) terminate this Contract by written notice thereof to Seller and to the Title Company, in which event the Parties shall have no further right or obligation hereunder except for Buyer's obligations which are expressly intended to survive, Escrow shall return the deposit to Buyer and Seller shall pay to Buyer of an amount equal to its costs and expenses incurred or paid in connection with the Property and/or the transaction contemplated by this Agreement which amount of costs and expenses shall not exceed TEN THOUSAND DOLLARS ($10,000) ("Transaction Costs"). After the Closing, Buyer shall have the right to bring an action against Seller on the breach of a representation or warranty hereunder, but only if Buyer first learned of the breach after the Closing.

The representations of Seller set forth in this Article shall survive the Close of Escrow for a period of one (1) year. Any claim of Buyer based on an alleged breach or failure of any of Seller's representations of which Buyer had no knowledge as of the Closing Date or any other claim by Buyer against Seller in connection with this transaction shall be made within one (1) year following the Close of Escrow or shall automatically be null, void, and of no force or effect whatsoever. In the event the Close of Escrow occurs, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Contract to make a claim against Seller for damages that Buyer may incur, or to rescind this Contract and the transactions contemplated hereby, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and Buyer nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

5.2. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants:

A. Power and Authority. Buyer is a Domestic Limited Liability Company, in the State of Nevada. The execution and delivery by Buyer of, and Buyer's performance under, this Contract are within Buyer's corporate powers and Buyer has the corporate authority to execute and deliver this Contract.



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B. Valid Contract. This Contract constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

C. No Breach. Performance of this Contract will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party, which breach or default will adversely affect Buyer's ability to perform its obligations under this Contract.

D. No Bankruptcy. Buyer (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing its inability to pay its debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in (v) filed against Buyer.

Seller hereby acknowledges and agrees that, upon the Close of Escrow, any claim of Seller that any representation of Buyer herein is not true and correct shall be automatically waived in full by Seller, provided the information or basis from which any such claim arises is known to Seller on or prior to the Close of Escrow.

The representations of Buyer set forth in this Article 5 herein shall survive the Close of Escrow for a period of one (1) year. Any claim of Seller based on an alleged breach or failure of any of Buyer's representations of which Seller had no knowledge as of the Close of Escrow or any other claim by Seller against Buyer in connection with this transaction shall be made within one (1) year following the Close of Escrow or shall automatically be null, void and of no force or effect whatsoever and Seller's remedies for any such claim shall be limited to recovery of actual damages not to exceed Ten Thousand Dollars and 00/100 ($10,000.00). In the event the Close of Escrow occurs, Seller hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Contract to make a claim against Buyer for damages that Seller may incur, or to rescind this Contract and the transactions contemplated hereby, as the result of any Buyer's representations or warranties being untrue, inaccurate or incorrect if Seller knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and the Seller nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

## ARTICLE 6
## REMEDIES

6.1. REMEDIES.

A. Buyer's Remedies. If prior to the Closing, Seller defaults in the performance of Seller's obligations, promises or agreements under this Contract, or if Seller breaches any of its representations or warranties hereunder, Buyer, as its sole and exclusive remedy, may (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing in which case Buyer shall be entitled to the refund of the entire Deposit plus the payment by Seller of Buyer's Transaction Costs, or (ii) enforce specific performance of Seller's obligation to sell the Property to Buyer without any deduction in the Purchase Price. Seller shall not be liable to Buyer for any punitive, speculative or consequential damages.

B. Seller's Remedies. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN THE EVENT THE



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TRANSACTION CONTEMPLATED BY THIS AGREEMENT FAILS TO CLOSE AS THE RESULT OF BUYER'S DEFAULT UNDER THIS AGREEMENT; THAT BUYER'S DEPOSIT HEREUNDER IS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT FAILS TO CLOSE AS THE RESULT OF BUYER'S DEFAULT, AND IN SUCH EVENT BUYER FAILS TO CURE SUCH DEFAULT WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE RECEIPT OF WRITTEN NOTICE THEREOF, WHICH SHALL ALSO BE PROVIDED TO ESCROW AGENT, SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO BUYER AND ESCROW AGENT, IN WHICH EVENT EACH PARTY SHALL BE RELEASED FROM ALL OF ITS OBLIGATIONS HEREUNDER (OTHER THAN THE SURVIVING OBLIGATIONS) AND THE DEPOSIT THAT HAVE BEEN MADE BY BUYER TO ESCROW AGENT SHALL BE PAID OVER IN FULL TO SELLER WITHOUT THE REQUIREMENT OF ANY FURTHER AUTHORIZATION OR CONSENT BY THE PURCHASER. THE PARTIES FURTHER AGREE TO INDEMNIFY AND HOLD ESCROW AGENT HARMLESS IN THE EVENT ESCROW AGENT RELEASES THE EARNEST MONEY DEPOSITS TO SELLER PURSUANT TO THIS ARTICLE 6. THE TERMINATION OF THIS AGREEMENT AND THE PAYMENT OF THE DEPOSIT TO SELLER BY ESCROW AGENT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LAW OR AT EQUITY.

## ARTICLE 7
## MISCELLANEOUS

7.1. NOTICE. All notices required or permitted under this Contract shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) business days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

To Buyer: Attn: Real Estate Manager
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022

To Seller: Attn: Manager
Sticks Holdings, LLC
3701 Stocker Street Suite 140
Los Angeles, CA 90008
(310) 277-2288

7.2. BROKER COMMISSIONS. Seller shall pay Seller's Broker a broker's commission pursuant to separate agreement to be provided to the Escrow Company prior to the Closing. Seller shall pay Buyer's broker a three percent (3%) broker's commission through Escrow.

7.3. ASSIGNMENT. Buyer shall have the right to assign or otherwise transfer this Agreement, in whole or in part, to the accommodator and/or any Person upon written notice to Seller; provided, however, that no such assignment or transfer shall relieve Buyer from its liability and obligations



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hereunder. Upon any such assignment by Buyer, it shall remain primarily liable for the performance of Buyer's obligations.

7.4. ATTORNEY'S FEES AND LEGAL EXPENSES. Should either party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

7.5. HEADINGS. The Article and subheadings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various Articles hereof.

7.6. ENTIRE CONTRACT. This Contract embodies the entire agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties concerning the Property.

7.7. INDEPENDENT COUNSEL. The Parties to this Contract have substantial experience with the subject matter of this Contract and has each fully participated in the negotiation and drafting of this Contract and has had the opportunity to be advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Contract shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

7.8. APPLICABILITY. The terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns, except as expressly set forth herein.

7.9. TIME. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS CONTRACT.

7.10. COUNTERPART EXECUTION; ELECTRONIC DELIVERY. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

7.11. APPLICABLE LAW. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

7.12. RECORDS. The Parties acknowledge that the Seller is a government entity subject to the Public Records Law in NRS Chapter 239. All documents including the Appraisal, Purchase Price and information related to this Contract is subject to the Public Records Law of NRS Chapter 239 unless exempted by statute, court order or government directive. Notwithstanding the foregoing, neither party hereto shall publish the terms of this Contract except to the extent required pursuant to Public Records Law in NRS Chapter 239 or other applicable law, court order or government directive. The provisions of this Article shall survive the Close of Escrow or the earlier termination or expiration of this Contract.

7.13. TIME CALCULATIONS. Any reference to "days" herein shall mean calendar days. The performance of any obligation that occurs on a day other than Monday through Thursday shall be deferred to the next business day, which means any day except Friday (the City is closed on Fridays), Saturday, Sunday and any day which is a legal holiday as defined in NRS 236.015, as they may be amended from time to time.



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7.14. MERGER PROVISION. Except as expressly set forth herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Contract shall merge with the Grant Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Contract which are intended by their terms to survive the Close of Escrow or a termination of this Contract shall survive the Close of Escrow or a termination of this Contract.

7.15. FURTHER ASSURANCES. Buyer and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Contract.

7.16. SEVERABILITY. If any portion of this Contract is held to be unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

7.17. AMENDMENTS. This Contract may be amended only by written agreement signed by both of the Parties.

7.18. EXHIBITS INCORPORATED BY REFERENCE. All exhibits attached to this Contract are incorporated into this Contract by reference.

7.19. NO WAIVER. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.20. THIRD PARTIES. Nothing in this Contract, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the Parties any rights or remedies under or by reason of this Lease.

7.21. FORCE MAJEURE In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, unusually severe weather, labor dispute, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

7.22. 1031 EXCHANGE. Seller and Buyer hereby agree to cooperate with each other in a tax-deferred exchange should either party so elect. Seller and Buyer hereby agree to indemnify each other from any and all costs, taxes, assessments and/or liability that may be proximately caused by such tax-deferred exchange. In the event Seller and/or Buyer effect a tax-deferred exchange, such exchange shall not otherwise delay the Closing nor shall either party be required to take title to any property so as to accommodate such exchange.

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IN WITNESS WHEREOF, the Parties have executed this Contract as evidenced by their respective signatures below as of the Effective Date.

**CITY OF LAS VEGAS**

"Seller"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/17/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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**STICKS HOLDINGS, LLC**

"Buyer"

By: _____

Printed Name: Curtis Fralin

Title: Manager

Date: 3/17/2021



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**EXHIBIT A**

LEGAL DESCRIPTION OF PROPERTY

That portion of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 20 South, Range 61 East, M.D.B.& M., described as follows:

Commencing at the Southwest corner of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 21; thence North along the West line thereof a distance of 30 feet to the true point of beginning; thence continuing along said West line 202.00 feet to the Southwest corner of the land described in the deed to V. D. Eachus, et ux, et al, recorded January 17, 1963 ad Document No. 333889 of Official Records, Clark County, Nevada records; thence South 89°09'35" East a distance of 120.00 feet to a point on the West line of the land described in the Deed to E.L. Josephson, et ux, recorded November 3, 1960 as Document No. 216457 of Official Records, Clark County, Nevada records; thence South along the last mentioned West line a distance of 202.00 feet to a point on the North line of the land conveyed to the City of Las Vegas for street purposes, by deed recorded August 5, 1954 as Document No. 17005 of Official Records; thence West along said North line a distance of 120.00 feet to the true point of beginning.

Excepting therefrom the West 20 feet thereof as conveyed to the City of Las Vegas by Deed recorded February 7, 1957 in Book 120 as Instrument No. 98981, of Official Records.

Further excepting therefrom the North 10.00 feet (measured along the East and West lines of said land) to be used for alley purposes.

Further excepting therefrom that portion of said land as conveyed to the City of Las Vegas by Deed recorded May 25, 1970 in Book 35 as Instrument No. 27651, of Official Records.

Assessor's Parcel Number: 139-21-803-006

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CAO PL 20-1502.023

**EXHIBIT B**

EXECUTED OFFER TO PURCHASE

[SEE ATTACHED]

**STICKS HOLDINGS, LLC**
3701 STOCKER STREET SUITE 410
LOS ANGELES, CALIFORNIA 90008
TELEPHONE (310) 277-2288
FACSIMILE (310) 277-4958

February 4, 2021

Writer's Direct Email Address:
Curtis@SticksHoldings.com

Mr. Keith Spenser
CBRE
3993 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169

***RE:*** ***Offer to Purchase***
***1150 W. Owens Avenue, Las Vegas, NV 89106***

Dear Keith:

Please find below an Offer to Purchase. This letter is intended to outline the basic terms and conditions of a proposed purchase contract for your consideration. This letter does not obligate any party contractually and no such obligation shall arise and neither party shall have any obligation express or implied, to undertake any act in furtherance of the proposed purchase and sale described herein, unless/until a mutually satisfactory Purchase Contract is fully executed by, and delivered to, all parties.

| | | |
|---|---|---|
| 1. | **Buyer** | Sticks Holdings, LLC and/or assignee |
| 2. | **Seller:** | ~~Please provide~~ City of Las Vegas |
| 3. | **Property:** | The subject property is located at ***1150 W. Owens Avenue, Las Vegas, NV 89106.*** The sites consist of approximately 17,857 square feet of land |
| 4. | **Purchase Price:** | The purchase price for the Properties shall be One Hundred Seventy Thousand Dollars ($170,000).<br><br>Within five (2) business days after the execution of the mutually acceptable Purchase Agreement, Buyer will deposit into Commerce Escrow Company, ("Escrow Holder") an earnest money deposit in the amount of **Ten Thousand Dollars ($10,000).** The deposit will be invested by Escrow Holder in an interest-bearing account with all interest credited to the Buyer. |
| 5. | **Title Company** | Stewart Title Company |
| 6. | **Escrow Holder/Title Insurance** | Escrow will be opened by Seller with Escrow Holder within five ~~(5) business~~ 21 calendar days after execution by both Buyer and Seller of the Purchase Agreement which will reflect the terms and conditions outlined in this Purchase Offer. Seller shall be responsible for a CLTA Title Policy, and Buyer shall have the option at its own cost to upgrade the Title Policy to an ALTA status. Escrow Company shall be Commerce Escrow. |

| | | |
|---|---|---|
| 7. | **Close of Escrow** | Thirty days (30) days after the approval or expiration of Contingency Period and extensions. |
| 8. | **Contingency Period** | Buyer will have Ninety (90) days following the execution of the purchase and sale agreement ("Contingency Period") to conduct any and all investigations, tests or studies concerning the Property deemed necessary by Buyer in its sole and absolute discretion for its evaluation of the Property's. Buyer may, at its discretion, waive or remove all of Buyer's contingencies at any time on or before the last business day of the Contingency Period or any extension thereof. |
| 9. | **Due Diligence Items:** | Seller will make available to Buyer upon request all pertinent non-confidential information and documents relating to the Property in Seller's possession or control, following the execution of the Purchase Contract. |
| 10. | **Environmental:** | The Purchase Agreement will provide that Seller, with reasonable prior notice, will provide Buyer and its consultant's access to the Property during regular business hours during the Contingency Period so that Buyer and its consultants may conduct any investigations of the physical and environmental condition of the Property as Buyer deems reasonably necessary. Buyer agrees to be responsible for the cleanup of any contamination found on or under the site and to provide No further action letters from State prior to the close of escrow if applicable. |
| 11. | **Financing Contingency** | None. All cash |
| 12. | **Closing Costs:** | Escrow fees shall be shared 50/50 by Buyer & Seller. Seller shall pay for title insurance up to the base CLTA level. However, Buyer will pay for the difference between CLTA and ALTA extended coverage and for all title endorsements requested by Buyer. All other closing costs will be paid in accordance with customs of the county in which the property is located, as determined by the Escrow Holder. Each of the parties will pay its own legal and due diligence costs. All taxes, income and expenses of the Property will be prorated and adjusted as of the Closing date. |
| 13. | **Brokers Commission:** | Between CBRE and Seller. |
| 14. | **Purchase Agreement:** | Seller will be responsible for preparing the first draft of the Purchase Agreement and will deliver such document to Seller within Five (5) business days following the execution of this Letter of Interest by Seller & Buyer. |

15. **Time is of the Essence:** **Please respond in writing by 5:00 p.m. On February 28 , 2021 at 5:00 pm this offer shall expire.**

The terms and conditions contained herein are not binding upon either party until set forth in appropriate formal lease documents, fully executed by both Seller and Buyer.

Please feel free to contact the undersigned with any questions or comments you may have.

Respectfully Yours,
**Sticks Holdings, LLC**

Curtis L. Fralin
Managing Member

**AGREED & ACCEPTED:**

**"BUYER"**

**By:** _____

**Its:** Manager

**Date:** 2/4/21

**AGREED & ACCEPTED:**

**"SELLER"**

**By:** _____

**Its:** Real Estate Manager City of Las Vegas

**Date:** 2/8/2021

**Approved as to form**
John S. Ridilla 2/8/2021
John S. Ridilla Date
Deputy City Attorney

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**20**

**DEPARTMENT: Operations & Maintenance** **CONSENT**
**DIRECTOR: Jerry Walker**

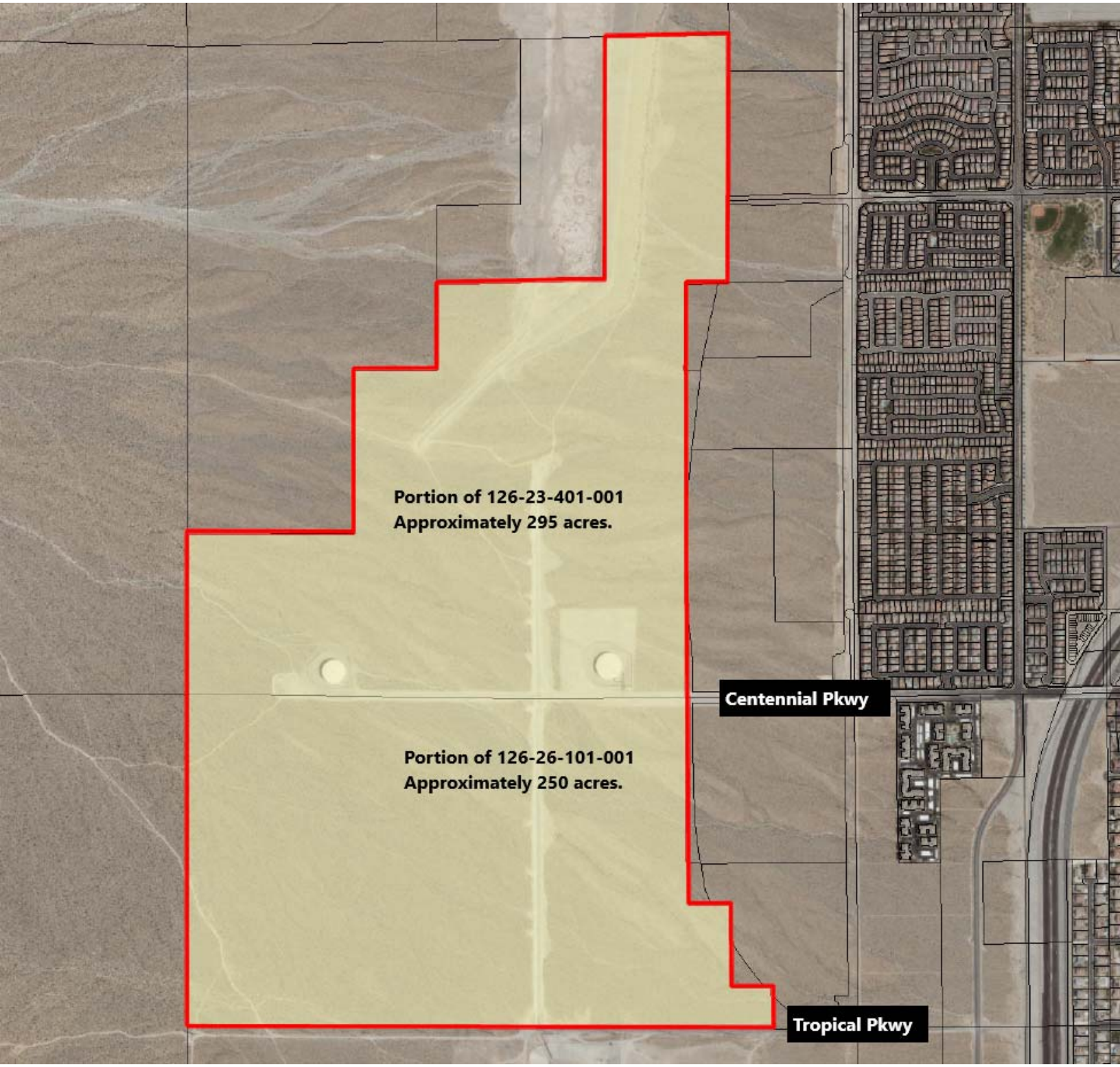
**SUBJECT:**
For possible action to approve the nomination of parcels for sale for the Bureau of Land Management's (BLM) 2022 auction for future development in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - Ward 6 (Fiore)

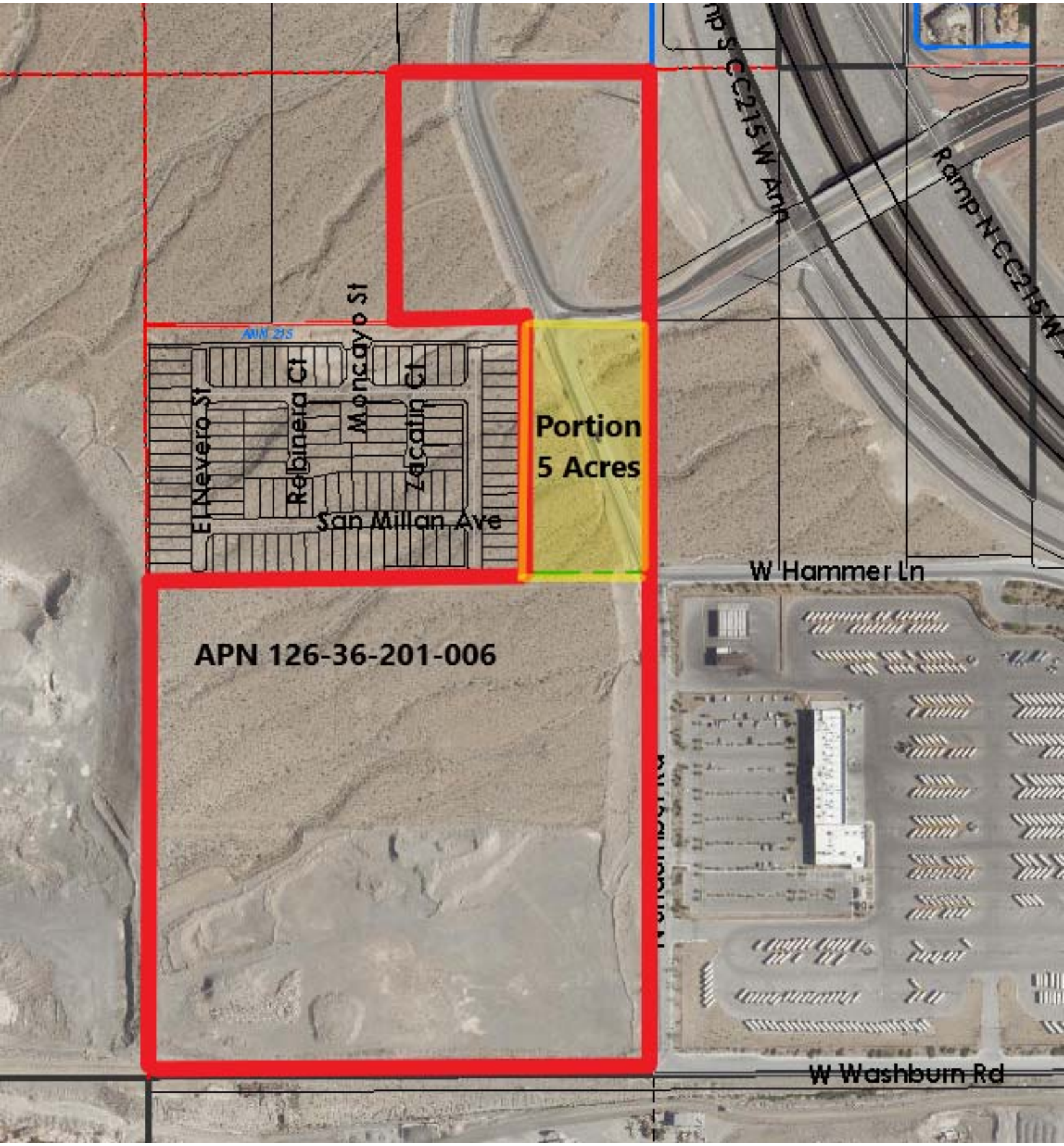
**FISCAL IMPACT:**
None

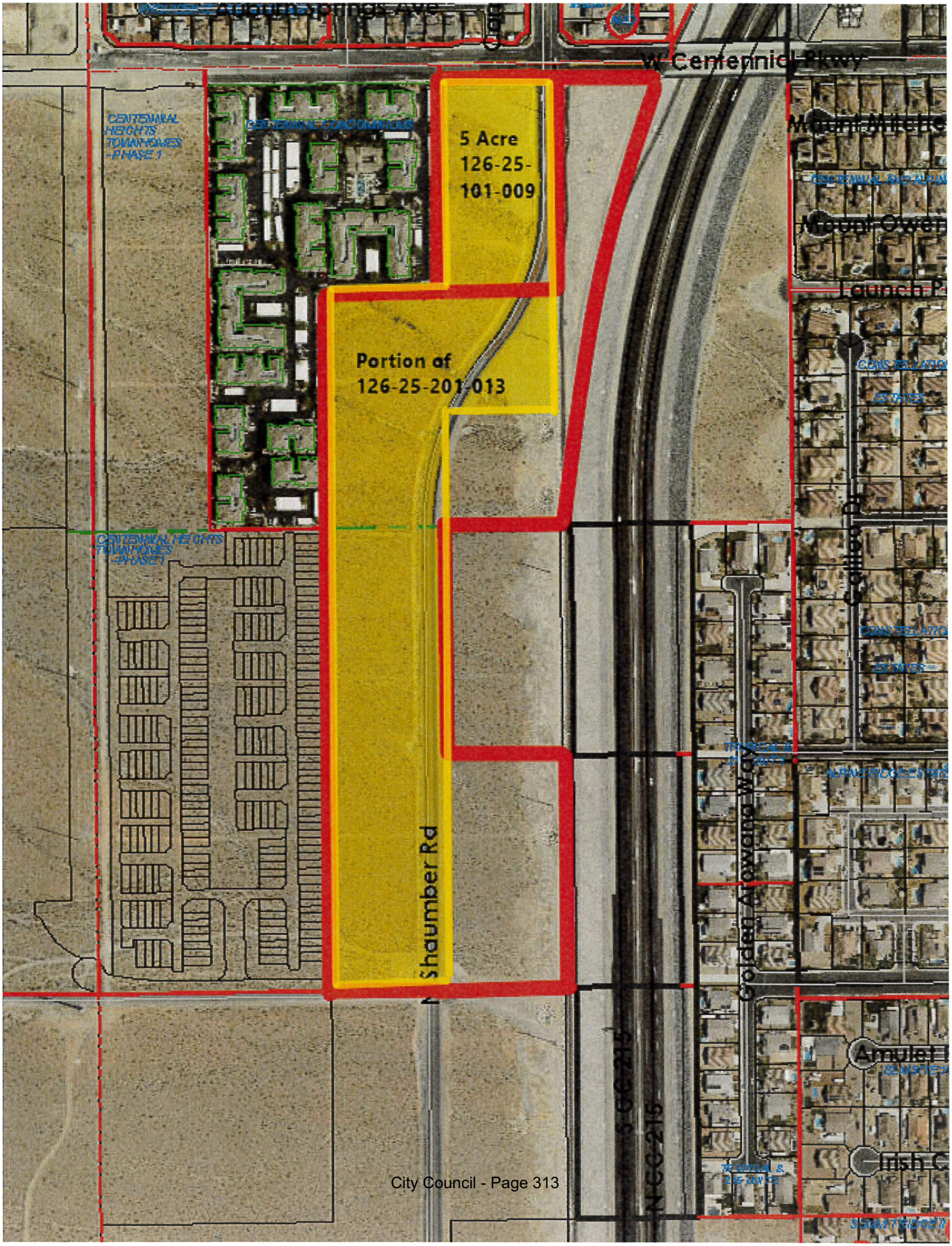
**PURPOSE/BACKGROUND:**
The City has received requests to nominate parcels for sale in an upcoming BLM auction for future development. The City has agreed to move forward with these nominations through the SNPLMA auction process. The following parcels will be offered at the 2022 auction: portion of 126-23-401-001, portion of 126-26-101-001, portion of 126-36-201-006, 126-25-101-009, portion of 126-25-201-013 and 126-01-401-003.

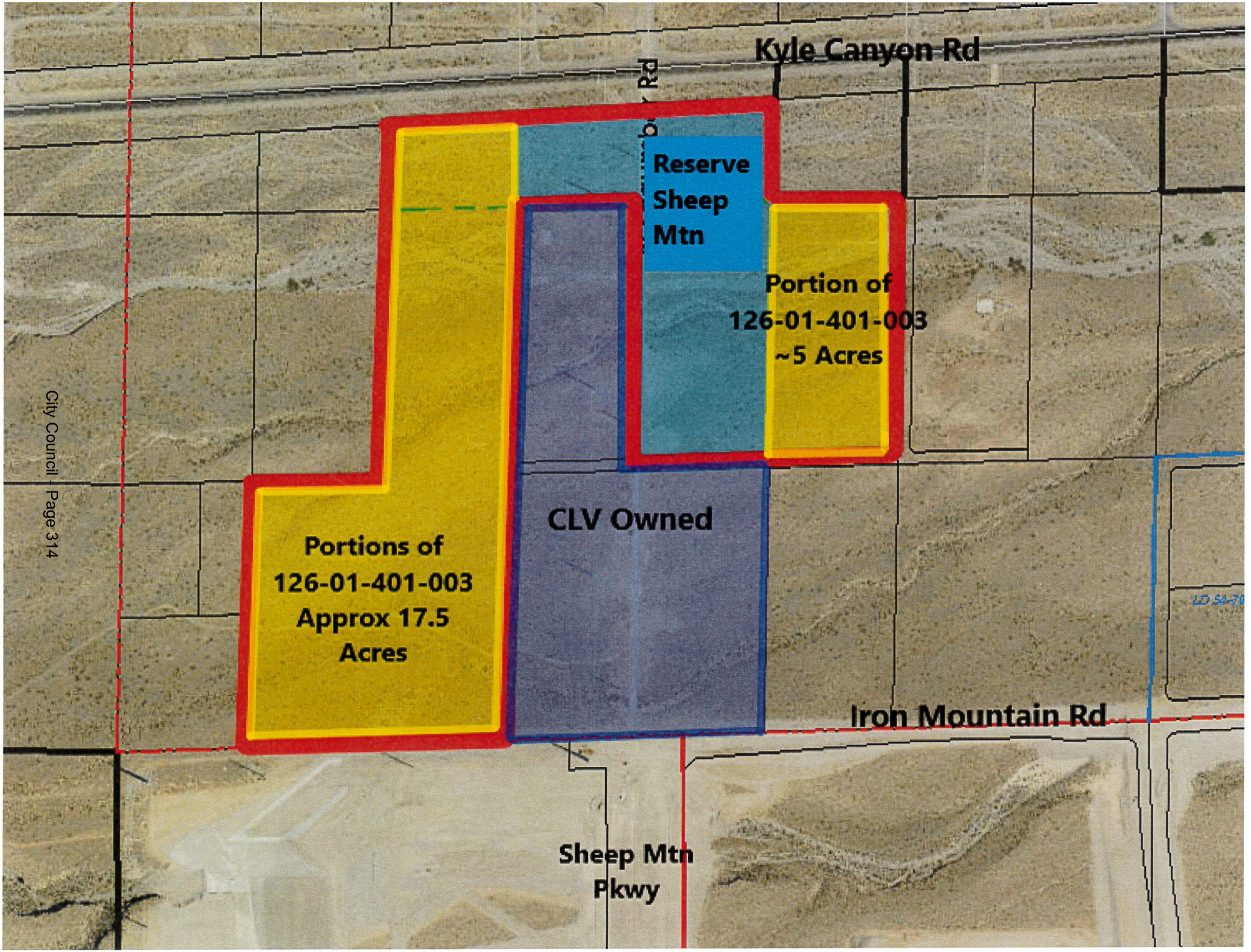
**RECOMMENDATION:**
Staff recommends approval and authorization for the City Manager to finalize the list for submission to BLM.

**BACKUP DOCUMENTATION:**
1. Site Maps


Portion of 126-23-401-001
Approximately 295 acres.
Centennial Pkwy
Portion of 126-26-101-001
Approximately 250 acres.
Tropical Pkwy


Ramp S CC215 W Arm
Ramp N CC215 W
Moncayo St
El Nevero St
Rebinera Ct
Zacatin Ct
San Millan Ave
Portion
5 Acres
APN 126-36-201-006
W Hammer Ln
W Washburn Rd


W Centennial Pkwy
CENTENNIAL HEIGHTS TOWNHOMES -PHASE 1
CENTENNIAL CONDOMINIUMS
5 Acre
126-25-101-009
Portion of
126-25-201-013
CENTENNIAL HEIGHTS TOWNHOMES -PHASE 1
Shaumber Rd
Golden Arrowhead Blvd
Mount Meeker
Mount Owen
Launch P
Collier Dr
CONSTELLATION ESTATES
Amulet
Irish C
NCO 215


Kyle Canyon Rd
Reserve
Sheep
Mtn
Portion of
126-01-401-003
~5 Acres
CLV Owned
Portions of
126-01-401-003
Approx 17.5
Acres
Iron Mountain Rd
Sheep Mtn
Pkwy

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**21**

**DEPARTMENT: Operations & Maintenance** **CONSENT**
**DIRECTOR: Jerry Walker**

**SUBJECT:**
For possible action to approve a Las Vegas Valley Water District (LVVWD) Non-Exclusive Easement from the City of Las Vegas to service the Fire Logistics Warehouse site located at 831 North Mojave Road, APN 139-25-303-001 - Ward 3 (Diaz)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
LVVWD is updating their facilities for their backflow project. The Easement is necessary to provide water services to the site and to allow LVVWD the right to enter the property for the construction, operation, maintenance and repair of the water facilities.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Las Vegas Valley Water District Non-Exclusive Easement

APN: 139-25-303-001

RETURN TO:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: G0999
Right-of-Way Agent: MR

**LAS VEGAS VALLEY WATER DISTRICT**

**NON-EXCLUSIVE EASEMENT**

THIS GRANT OF EASEMENT, made and entered into by and between **CITY OF LAS VEGAS**, a Nevada municipal corporation, hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

**WITNESSETH:**

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual Easement ("Easement") for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

APN: 139-25-303-001

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, trees or landscaping shall be placed upon, over or under said parcel of land for the duration of this Easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT's facilities.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction by GRANTOR(s) within the Easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said Easement.

5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.

7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

8. Any parties granted Easement rights in the area described herein subsequent to this Easement are hereby notified that they are bound by the terms and conditions of this Easement.

9. This Easement is granted subject to any and all existing rights.

/
/
/
/
/

APN: 139-25-303-001

***DO NOT MARK OUTSIDE THIS BOX***

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 2021.

**GRANTOR**:

CITY OF LAS VEGAS

_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/11/21
_____
By: John S. Ridilla
Title: Chief Deputy City Attorney

State of Nevada )
) ss
County of Clark )

This instrument was acknowledged before me on _____, 2021, by Carolyn G. Goodman, Mayor, City of Las Vegas, Clark County, Nevada.

WITNESS my hand and official seal.

_____ _____
Notary Public Notary Seal/Stamp

**APN: 139-25-303-001**

**"EXHIBIT A"**

A parcel of land being a portion of that real property described as Parcel 4 in that certain Deed, Book 211, Instrument No. 171912, and further described as Parcel 3 as shown on the map thereof in File 60 of Parcel Maps, Page 77, in the office of the Recorder, Clark County, Nevada, being situate in the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 25, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section 25, also being the centerline intersection of Washington Avenue and Mojave Road; Thence North 88°44'48" West, along the North line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and the centerline of said Washington Avenue, a distance of 233.45 feet; Thence South 01°15'12" West, departing said North line and said centerline, a distance of 50.00 feet to the Southerly right-of-way line of said Washington Avenue, also being the **Point of Beginning**; Thence South 01°15'12" West, departing said Southerly right-of-way line, a distance of 6.00 feet; Thence North 88°44'48" West, a distance of 6.00 feet; Thence North 01°15'12" East, a distance of 6.00 feet to said Southerly right-of-way line; Thence South 88°44'48" East, along said Southerly right-of-way line, a distance of 6.00 feet to the **Point of Beginning**.

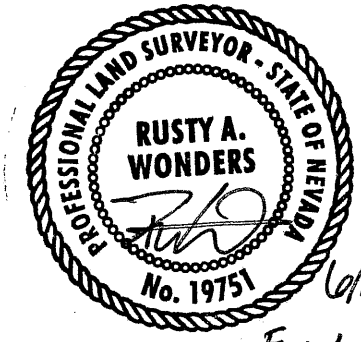
Containing 36 square feet, more or less.

**Basis of Bearings**

Grid North as defined by the Central Meridian of Nevada Coordinate Reference System (NCRS), Las Vegas Zone (low distortion projection), North American Datum of 1983; said meridian being coincident with 114°58' West of the Greenwich Meridian.
The bearing equation for this project would be the North line of the Southwest Quarter (SW1/4) of Section 25, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, and having a bearing of North 88°44'48" West, also being South 89°06'02" East as shown on map thereof in File 60 of Parcel Maps, Page 77, in the office of the Recorder, Clark County, Nevada.

**References**

1) "Exhibit B" G0999-520369 attached hereto and made a part hereof
2) Deed, Book 211, Instrument No. 171912
3) File 60 of Parcel Maps, Page 77



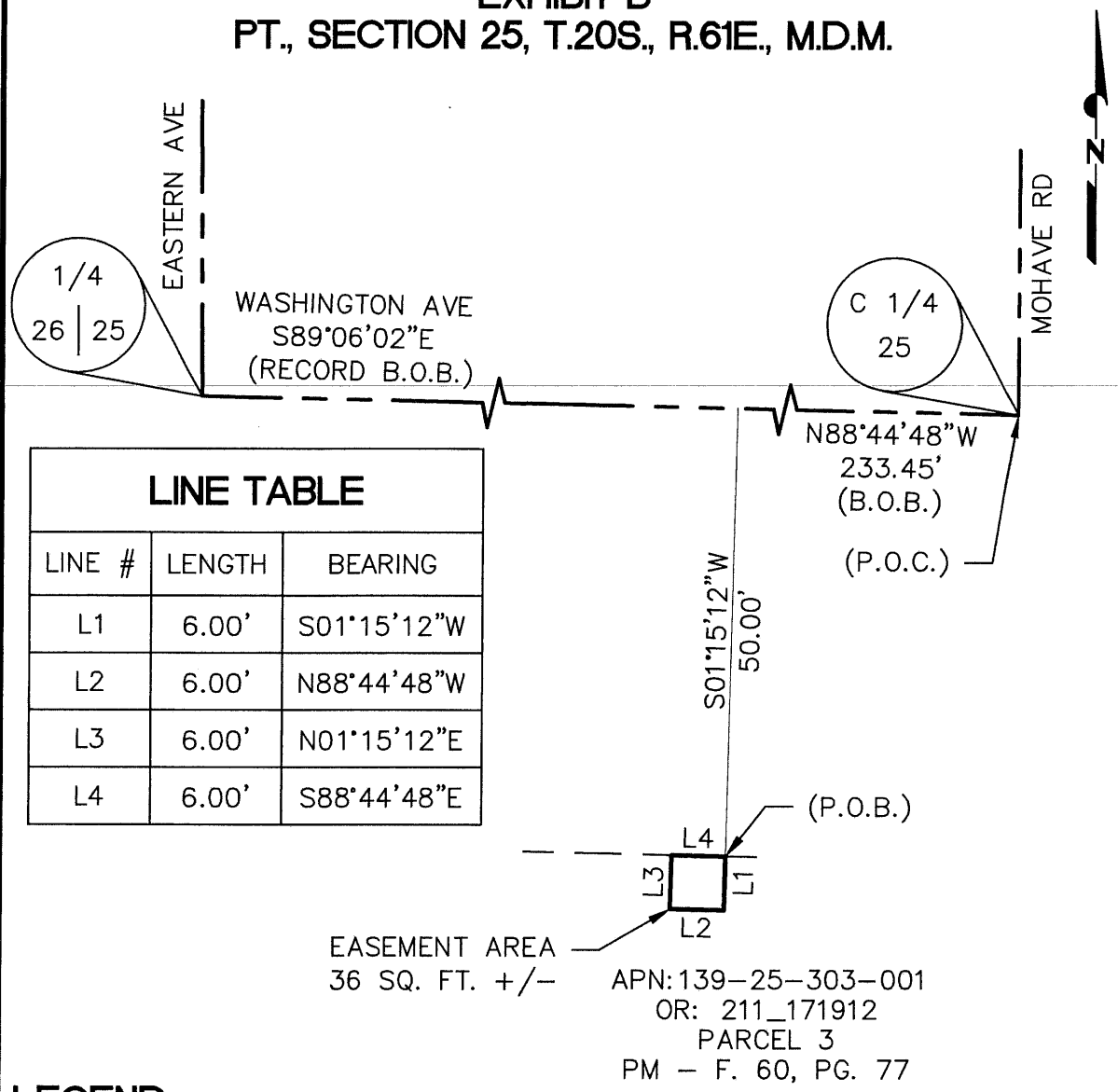

6/24/20
Exp. 6/30/20

Rusty A. Wonders, PLS
Nevada License No. 19751
2270 Corporate Circle, Suite 200
Henderson, Nevada 89074
(725) 735-3066

APN: 139-25-303-001

# "EXHIBIT B"

## PT., SECTION 25, T.20S., R.61E., M.D.M.




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | BEARING |
| L1 | 6.00' | S01°15'12"W |
| L2 | 6.00' | N88°44'48"W |
| L3 | 6.00' | N01°15'12"E |
| L4 | 6.00' | S88°44'48"E |

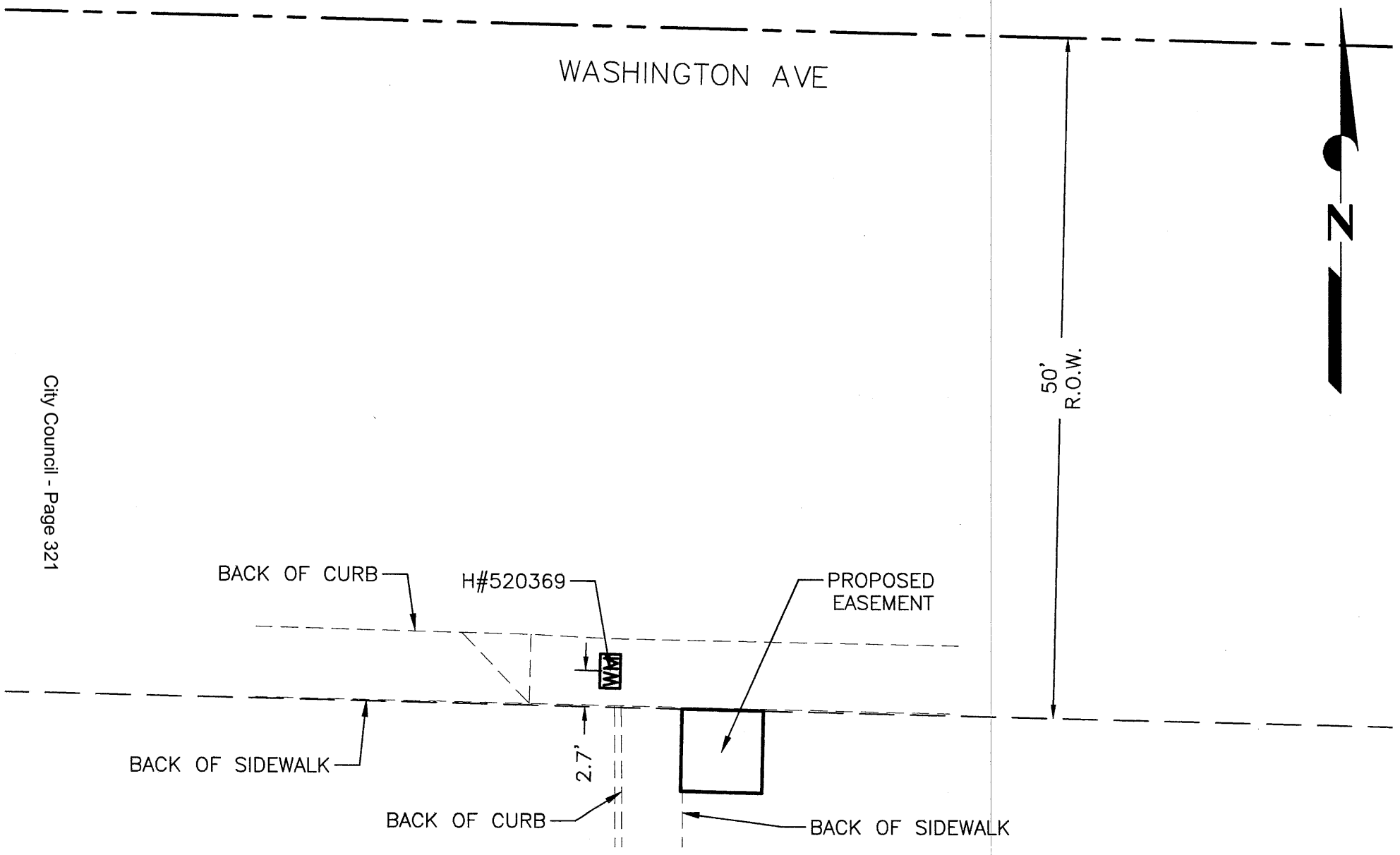
## LEGEND

| | | | |
|---|---|---|---|
| ——— | TIE LINE | (P.O.B.) | POINT OF BEGINNING |
| — — — — | RIGHT OF WAY LINES | (P.O.C.) | POINT OF COMMENCEMENT |
| — - — - — | SECTION LINES | (B.O.B.) | BASIS OF BEARINGS |
| ▬▬▬ | EASEMENT AREA | | |

PREPARED BY: ATKINS NORTH AMERICA, INC.

# LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

| SCALE | DRAWN BY: ELA 09/13/19<br>EDITED BY: JSD 05/27/20<br>PLS: RAW 05/27/20 | G0999-520369<br>861 MOJAVE RD<br>EASEMENT AREA DESCRIPTION DIAGRAM | LVVWD<br>EX-B<br>PAGE 2 OF 2 |
|---|---|---|---|
| 1" = 20' | | | |




APN: 139-25-303-001
H#520369
ISSUE LOG No. 406

GRAPHIC SCALE

10' 0 5' 10' 20'

( IN FEET )
1 inch = 10' ft.

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**22**

**DEPARTMENT: Operations & Maintenance** **CONSENT**
**DIRECTOR: Jerry Walker**

**SUBJECT:**
For possible action to approve a Las Vegas Valley Water District (LVVWD) Non-Exclusive Easement from the City of Las Vegas to service the Fitzgerald Tot Lot Park located at 710 West Monroe Avenue, APN 139-27-110-145 - Ward 5 (Crear)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
LVVWD is updating their facilities for their backflow project. The Easement is necessary to provide water services to the Fitzgerald Tot Lot Park and to allow LVVWD the right to enter the property for the construction, operation, maintenance and repair of the water facilities.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Las Vegas Valley Water District Non-Exclusive Easement

APN: 139-27-110-145

RETURN TO:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: G0999
Right-of-Way Agent: MR

**LAS VEGAS VALLEY WATER DISTRICT**

**NON-EXCLUSIVE EASEMENT**

THIS GRANT OF EASEMENT, made and entered into by and between **CITY OF LAS VEGAS,** a Nevada municipal corporation, hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

**WITNESSETH:**

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual Easement ("Easement") for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, trees or landscaping shall be placed upon, over or under said parcel of land for the duration of this Easement, except that said parcel

may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT's facilities.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction by GRANTOR(s) within the Easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said Easement.

5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.

7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

8. Any parties granted Easement rights in the area described herein subsequent to this Easement are hereby notified that they are bound by the terms and conditions of this Easement.

9. This Easement is granted subject to any and all existing rights.

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/
/
/

APN: 139-27-110-145

***DO NOT MARK OUTSIDE THIS BOX***

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 2021.

**GRANTOR**:

CITY OF LAS VEGAS

_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/11/21
_____
By: John S. Ridilla
Title: Chief Deputy City Attorney

State of Nevada )
) ss
County of Clark )

This instrument was acknowledged before me on _____, 2021, by Carolyn G. Goodman, Mayor, City of Las Vegas, Clark County, Nevada.

WITNESS my hand and official seal.

_____ _____
Notary Public Notary Seal/Stamp

**APN: 139-27-110-145**

**"EXHIBIT A"**

A parcel of land being a portion of that real property described in that certain Quitclaim Deed, Book 337, Instrument No. 296839, as a portion of Lot 3, Block 28, H.F.M & M ADDITION as shown on the map thereof in Book 1 of Plats, Page 47, in the office of the Recorder, Clark County, Nevada, being situate in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section 27; Thence South 00°22'30" East, along the West line of said Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), a distance of 1288.94 feet to the intersection of said West line and the centerline of Monroe Avenue; Thence North 88°24'24" East, departing said West line along the centerline of said Monroe Avenue, a distance of 62.46 feet; Thence North 01°35'36" West, departing said centerline, a distance of 35.00 feet to the Northerly right-of-way line of said Monroe Avenue, also being the **Point of Beginning**; Thence North 01°35'36" West, departing said Northerly right-of-way line, a distance of 10.50 feet; Thence North 88°24'24" East, a distance of 6.00 feet; Thence South 01°35'36" East, a distance of 10.50 feet to said Northerly right-of-way line; Thence South 88°24'24" West, along said Northerly right-of-way line, a distance of 6.00 feet to the **Point of Beginning**.

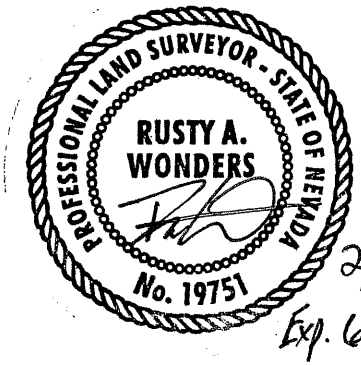
Containing 63 square feet, more or less.

**Basis of Bearings**

Grid North as defined by the Central Meridian of Nevada Coordinate Reference System (NCRS), Las Vegas Zone (low distortion projection), North American Datum of 1983; said meridian being coincident with 114°58' West of the Greenwich Meridian.
The bearing equation for this project would be the West line of the Northwest Quarter (NW1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, and having a bearing of South 00°22'30" East, also being North 0°15' West as shown on map thereof in Book 1 of Plats, Page 47, in the office of the Recorder, Clark County, Nevada.

**References**

1) "Exhibit B" G0999-90151 attached hereto and made a part hereof
2) Quitclaim Deed, Book 337, Instrument No. 296839
3) Book 1 of Plats, Page 47



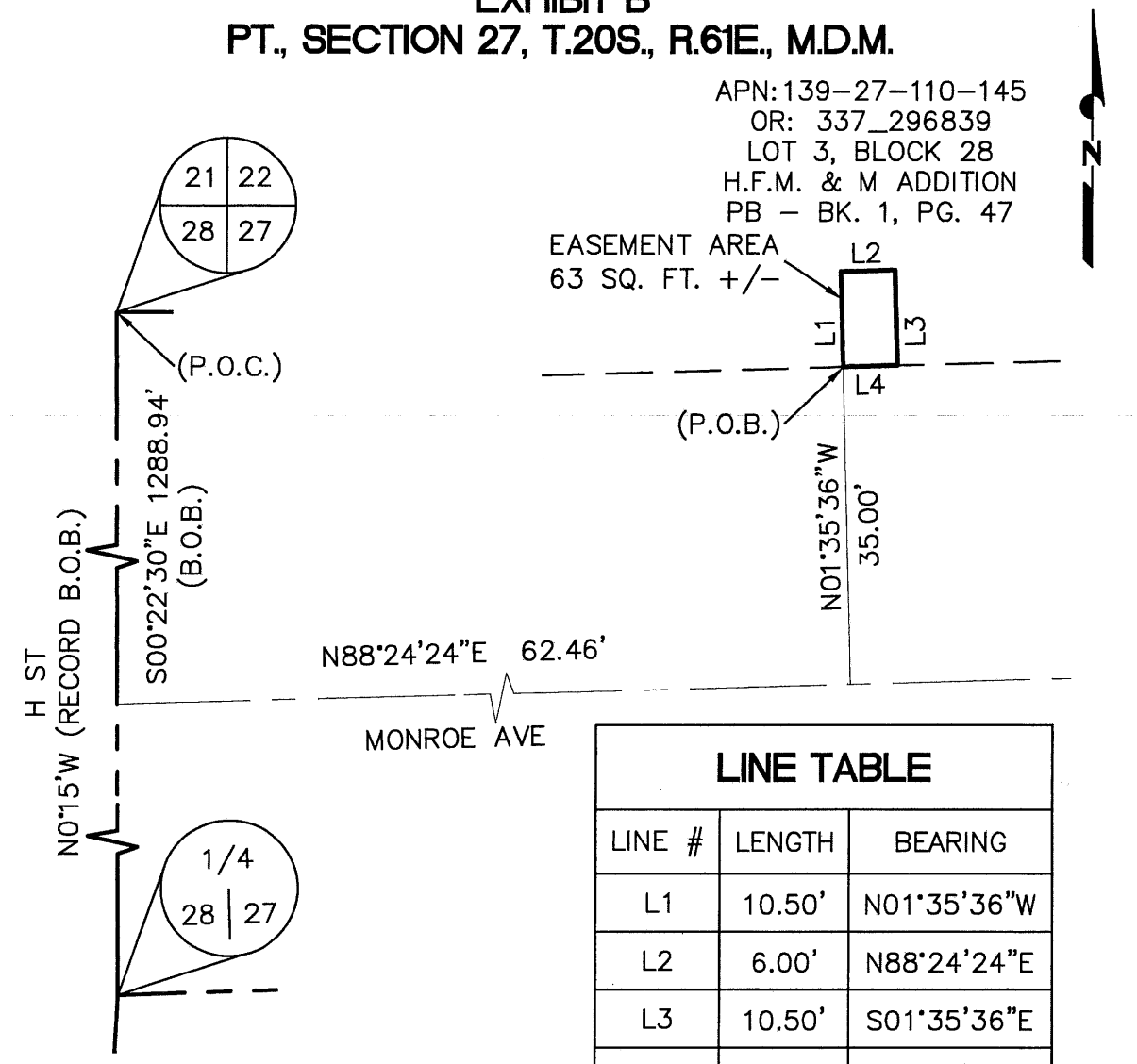

2/11/20
Exp. 6/30/20

Rusty A. Wonders, PLS
Nevada License No. 19751
2270 Corporate Circle, Suite 200
Henderson, Nevada 89074
(725) 735-3066

APN: 139-27-110-145

# "EXHIBIT B"

## PT., SECTION 27, T.20S., R.61E., M.D.M.




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | BEARING |
| L1 | 10.50' | N01°35'36"W |
| L2 | 6.00' | N88°24'24"E |
| L3 | 10.50' | S01°35'36"E |
| L4 | 6.00' | S88°24'24"W |

## LEGEND

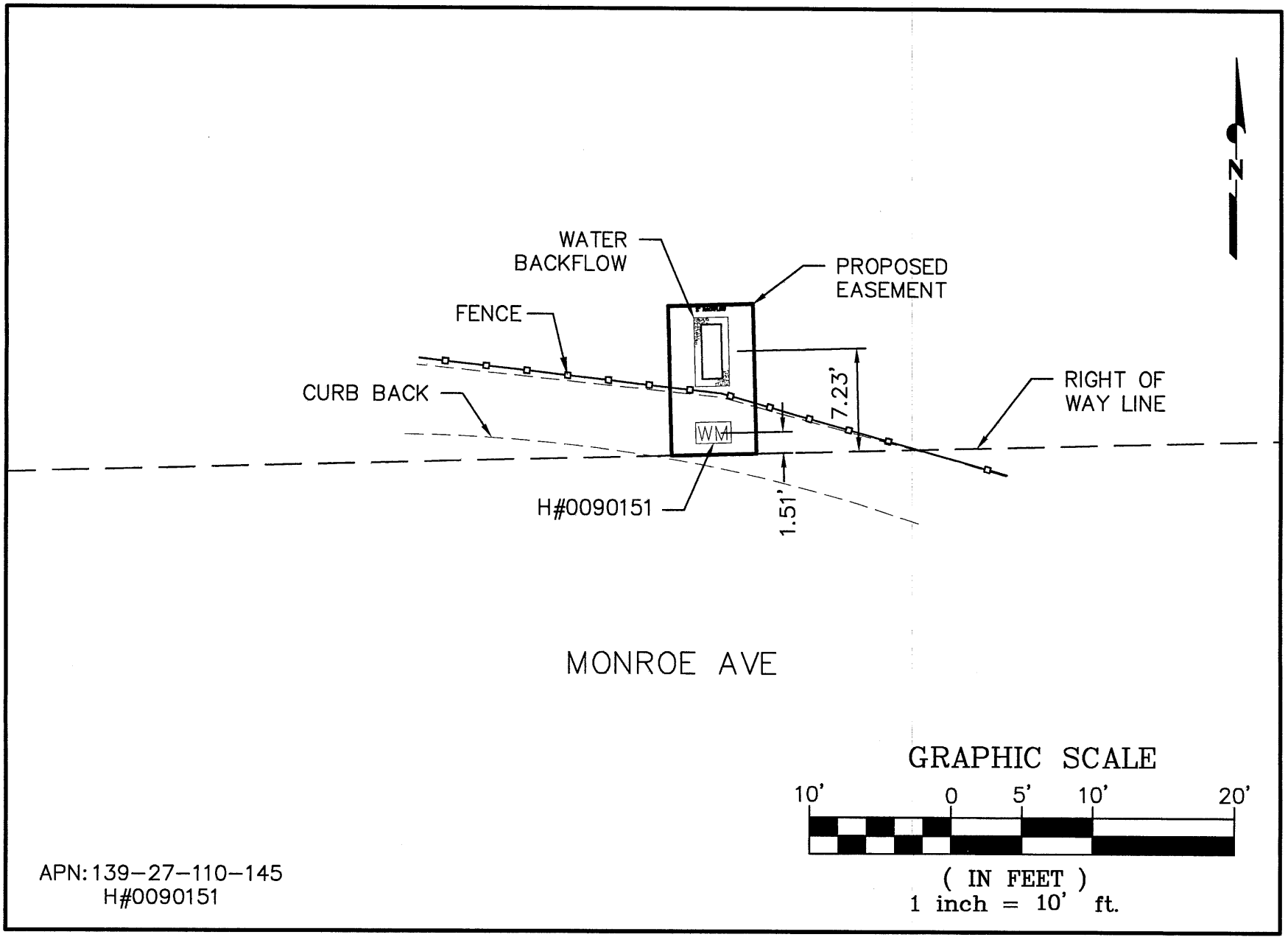
- CENTERLINE
- RIGHT OF WAY LINES
- TIE LINES
- EASEMENT AREA
- SECTION LINE

(P.O.B.) POINT OF BEGINNING
(P.O.C.) POINT OF COMMENCEMENT
(B.O.B.) BASIS OF BEARINGS

PREPARED BY: ATKINS NORTH AMERICA, INC.

## LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

| SCALE | DRAWN BY: RDM 07/31/19<br>EDITED BY: ELA 02/05/20<br>PLS: RAW 02/05/20 | G0999-90151<br>710 MONROE AVE<br>EASEMENT AREA DESCRIPTION DIAGRAM | LVVWD<br>EX-B<br>PAGE 2 OF 2 |
|---|---|---|---|
| 1" = 20' | | | |


WATER
BACKFLOW
PROPOSED
EASEMENT
FENCE
CURB BACK
RIGHT OF
WAY LINE
7.23'
WM
H#0090151
1.51'
N
MONROE AVE
GRAPHIC SCALE
10' 0 5' 10' 20'
( IN FEET )
1 inch = 10' ft.
APN: 139-27-110-145
H#0090151

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**23**

**DEPARTMENT: Parks & Recreation** **CONSENT**
**DIRECTOR: Greg A. Weitzel**

**SUBJECT:**
For possible action to approve the acceptance of a donation from the Southern Nevada Law Enforcement Memorial Foundation to the City of Las Vegas in the amount of $25,000 to fund design and/or construction improvements at Police Memorial Park, located at 3250 Metro Academy Way - Ward 4 (Anthony)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
The Parks and Recreation Department has a Capital Improvement Project request to develop design documents and construction improvements at Police Memorial Park. This donation will help offset City funding needed to complete the project. Design work is planned to begin on or around July 1, 2021.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Police Memorial Park Donation

# CITY OF LAS VEGAS

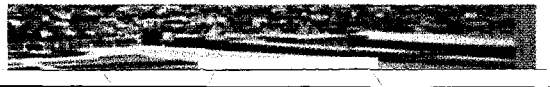
Record of Donation

| SERVICES | SUPPLIES | EQUIPMENT | PROPERTY |
|---|---|---|---|

**PROJECT / LOCATION:**
Ward Four – Donation for W4 Police Memorial Park - K9 Statue Memorial

| **RESPONSIBLE DEPARTMENT:** | **ORG:** |
|---|---|
| **Ward Four** | **MA7200 - CCD** |

**DESCRIPTION:**
**City of Las Vegas –**
Ward Four CM Anthony
Donation for W4 Police Memorial Park



HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

1030

**SOUTHERN NEVADA LAW ENFORCEMENT**
MEMORIAL FOUNDATION
2117 ALTA DR
LAS VEGAS, NV 89106-4808

US BANK
94-169/1212

3-8-2021

PAY TO THE ORDER OF City of Las Vegas $ 25,000.00

Twenty Five Thousand xx/100 DOLLARS

Security features. Details on back.

MEMO W4 K9 memorial Statue PMP

Kevin M. Buckley
AUTHORIZED SIGNATURE

| **ESTIMATED VALUE:** | **ESTIMATED USEFUL LIFE:** |
|---|---|
| $25,000.00 | Used for K9 Memorial @ Police Memorial Park |

**Date:** _____ **Donated By:** _____

**Date:** _____ **Received By:** _____

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**24**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Temporary General On-Sale License for FIVE IRON GOLF LAS VEGAS, LLC dba FIVE IRON GOLF at 3215 South Rancho Drive Suite #250 - Ward 1 (Knudsen)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Temporary General On-Sale License.

**RECOMMENDATION:**
Staff recommends APPROVAL of a temporary general on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Location Map

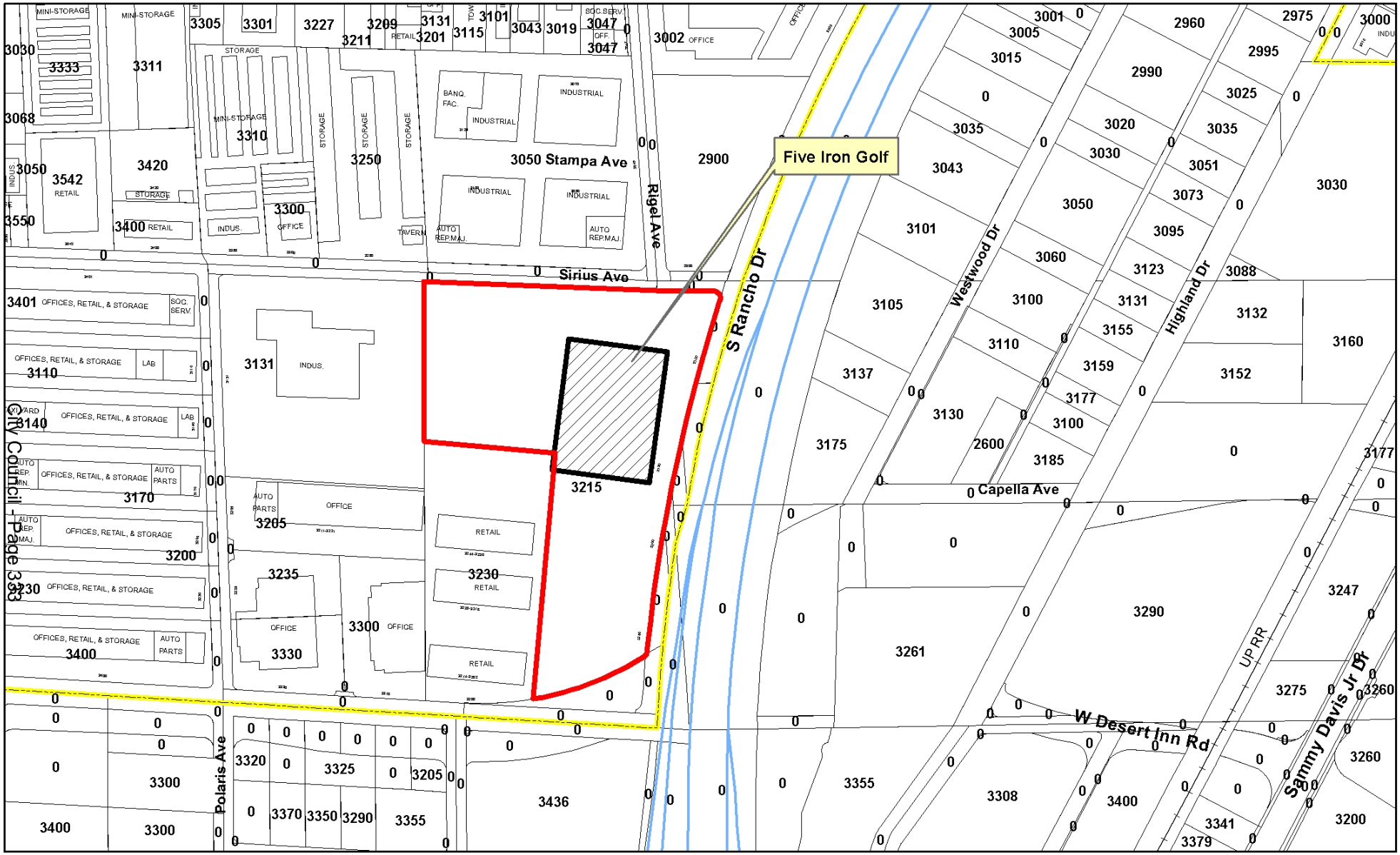
City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: For possible action to approve a Temporary General On-Sale License for FIVE IRON GOLF LAS VEGAS, LLC dba FIVE IRON GOLF at 3215 South Rancho Drive Suite #250 - Ward 1 (Knudsen)**

**OWNERSHIP:**

**FIVE IRON GOLF LAS VEGAS, LLC**
The Range NYC, LLC, Managing Member
Jared Solomon, Managing Member
NCP Five Iron, Inc., Member
Jon Canarick, President
Hemanshu Patel, Secretary
Alsye Skidmore, Chief Financial Officer
North Castle Partners VII, LP, Shareholder
Various Limited Partners with less than 10%
NCP G.P. VII L.P., General Partner
Charles and Christine Baird, Limited Partner
North Castle GP VII, LLC, General Partner
Charles F. Baird, Jr., Managing Member
Employee Reserve, Member
Nora Dunnan, Managing Member
Michael Doyle, Member
Johanna Solomon, Member
SB-51, LLC, Member
Ryan McManus, Managing Member
Barry Brooks, Member
Eric Parker, Member
Bradley Hasley, Member
Miraj D. Patel Living Trust, Member
Miraj Patel, Trustee
Robert Williams, Member
Richard Doyle, Member
George Saunders & Cynthia Matossian as JTWROS, Member
Douglas Dunnan, Member
Zachary Bodmer, Member
Jeffrey Bracchitta, Member
Blue Dachshund Capital, LLC, Member
Ian Happ, Member
Fund 1, a series of Zuma Venture Advisors, LP, Member
Alison Minter, Manager
Jon Canarick, Manager
Henry Cicocca, Manager
Katherine Solomon, Manager




# Five Iron Golf

**3215 South Rancho Drive, Suite #250**

**Ward #1**

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 9, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**25**

**DEPARTMENT: Planning** **CONSENT**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Temporary General On-Sale License for EMPORIUMLV, LLC dba EMPORIUM ARCADE BAR at 3215 South Rancho Drive, Suite #105 - Ward 1 (Knudsen)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Temporary General On-Sale License.

**RECOMMENDATION:**
Staff recommends APPROVAL of a temporary general on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Location Map

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: For possible action to approve a Temporary General On-Sale License for EMPORIUMLV, LLC dba EMPORIUM ARCADE BAR at 3215 South Rancho Drive, Suite #105 - Ward 1 (Knudsen)**

**OWNERSHIP:**

**EMPORIUMLV, LLC**

ELV MGR, Inc., Managing Member
- Daniel Marks, President, Director, Shareholder
- Douglas Marks, Secretary Treasurer, Shareholder

Nosh Ventures, Inc., Member
- Laura Aaronson, Director, Co-President, Shareholder
- Lloyd Sacks, Director, Co-President, Secretary, Shareholder

John P. Flick & Amy E. Flick, Member
Greg Medow, Member
Jeff Clarke, Member
Timothy and Deidre Alley, Member
Rutberg Family Revocable Trust, Member
- Joshua Rutberg, Trustee

JHM Investment Enterprises, LLC, Member
- Jerrold Marks, Manager

Adam J. O'Donnell, Member
David and Renee Sacks, Member
David M. & Julie B. Levine Family Trust, Member
- David Levine, Trustee

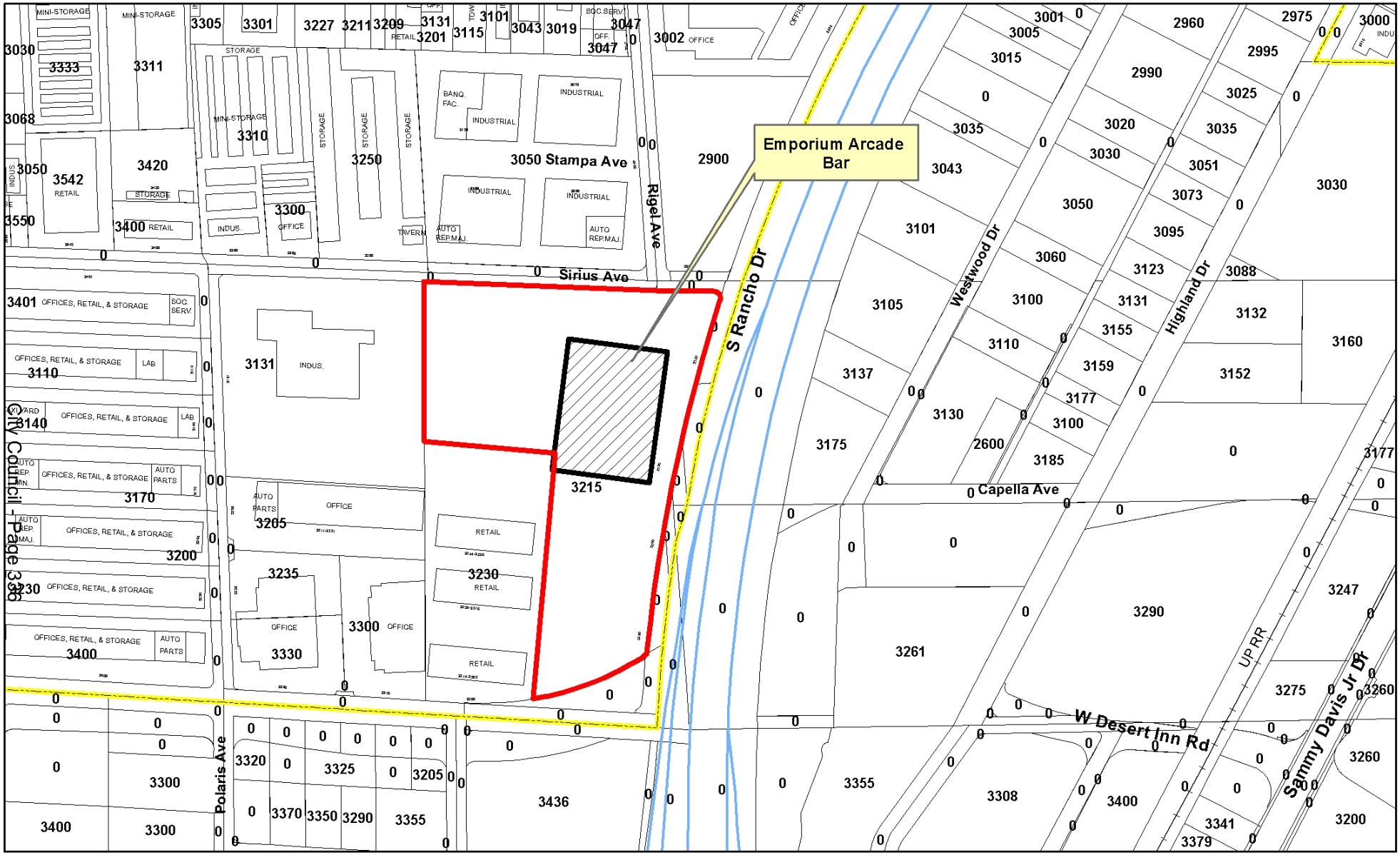
Koenig Family 1994 Trust, Member
- Bradford Koenig, Trustee

Daniel Schonberg, Member
Jason Schliefer, Member
Arel Family Revocable Trust, Member
- Itamar Arel, Trustee

Moshe Levin, Member
David A. Sorce, Member
The Rogers Family 1995 Trust, Member
- Jesse Rogers, Trustee

Spearwell Group (US), LLC, Member
- Jane Batzofin, Manager

Jason Freiman, Member
Stephens Fechtor and Amy Thompson, Member




# Emporium Arcade Bar

**3215 South Rancho Drive, Suite #105**

**Ward #1**

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 9, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**26**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Restaurant with Alcohol License for 9 MILE CARIBBEAN, LLC dba BIG JERK KITCHEN & LOUNGE at 2800 West Sahara Avenue, Suite #5A - Ward 1 (Knudsen)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Restaurant with Alcohol License.

**RECOMMENDATION:**
Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Location Map

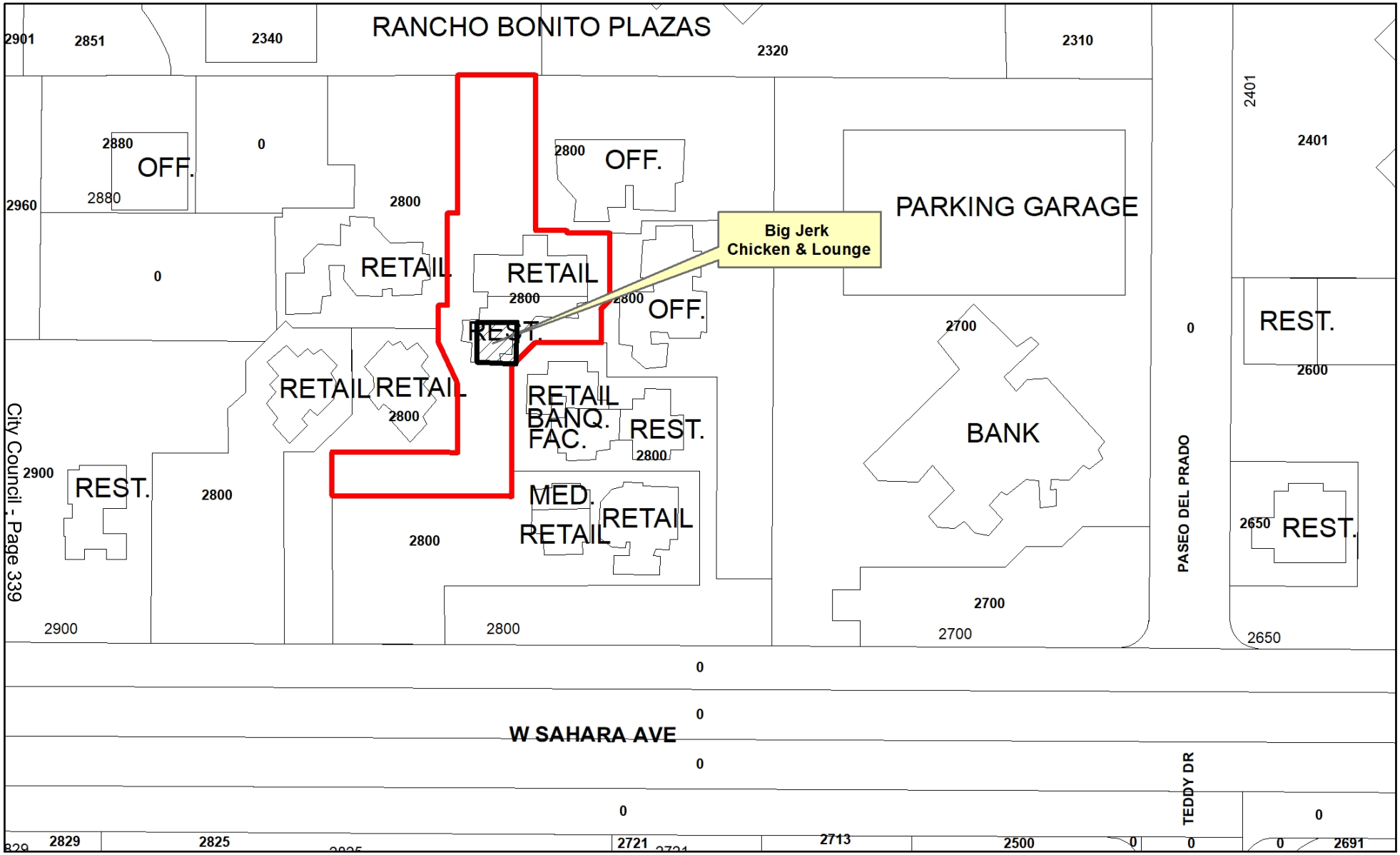
City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: For possible action to approve a Restaurant with Alcohol License for 9 MILE CARIBBEAN, LLC dba BIG JERK KITCHEN & LOUNGE at 2800 West Sahara Avenue, Suite #5A - Ward 1 (Knudsen)**

**OWNERSHIP:**

**9 MILE CARIBBEAN, LLC**
Sondra Carter, Member
Vivica Chin, Managing Member




**Big Jerk Chicken & Lounge**
**2800 West Sahara Avenue, Suite #5A**
**Ward #1**

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Thursday, March 11, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**27**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

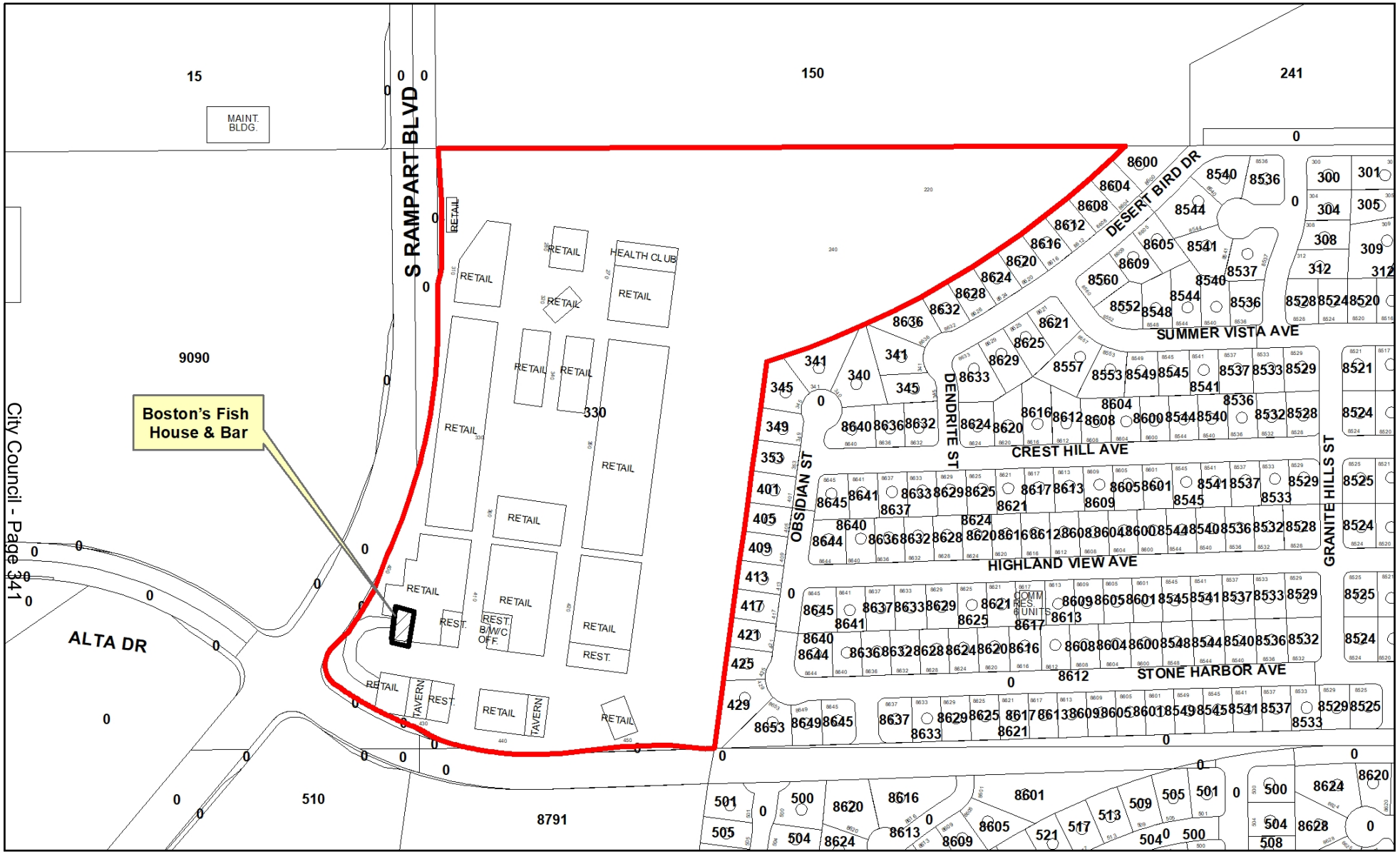
**SUBJECT:**
For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership FROM: TCB LAS VEGAS, LLC TO: LVLOCA 2021, LLC dba BOSTON'S FISH HOUSE & BAR at 400 South Rampart Boulevard, Suite #190 [Bryan Sord, Managing Member] - Ward 2 (Seaman)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership.

**RECOMMENDATION:**
Staff recommends APPROVAL of a temporary restaurant with alcohol license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

**BACKUP DOCUMENTATION:**
1. Location Map




# Boston's Fish House & Bar

**South Rampart Boulevard, Suite #190**

**Ward #2**

Freeways

Subject Property

City Limits

Site Location

N

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**Geographic Information System**

Planning & Development Dept.

702-229-6301

Date: Tuesday, March 16, 2021

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**28**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Temporary Beer Wine Room License for a Change of Ownership FROM: ARTS DISTRICT EATERY, LLC TO: THE SILVER STAMP, INC. dba THE SILVER STAMP at 222 East Imperial Avenue - Ward 3 (Diaz)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Temporary Beer Wine Room License for a Change of Ownership.

**RECOMMENDATION:**
Staff recommends APPROVAL of a temporary beer wine room license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Location Map

City of Las Vegas

## *AGENDA MEMO*

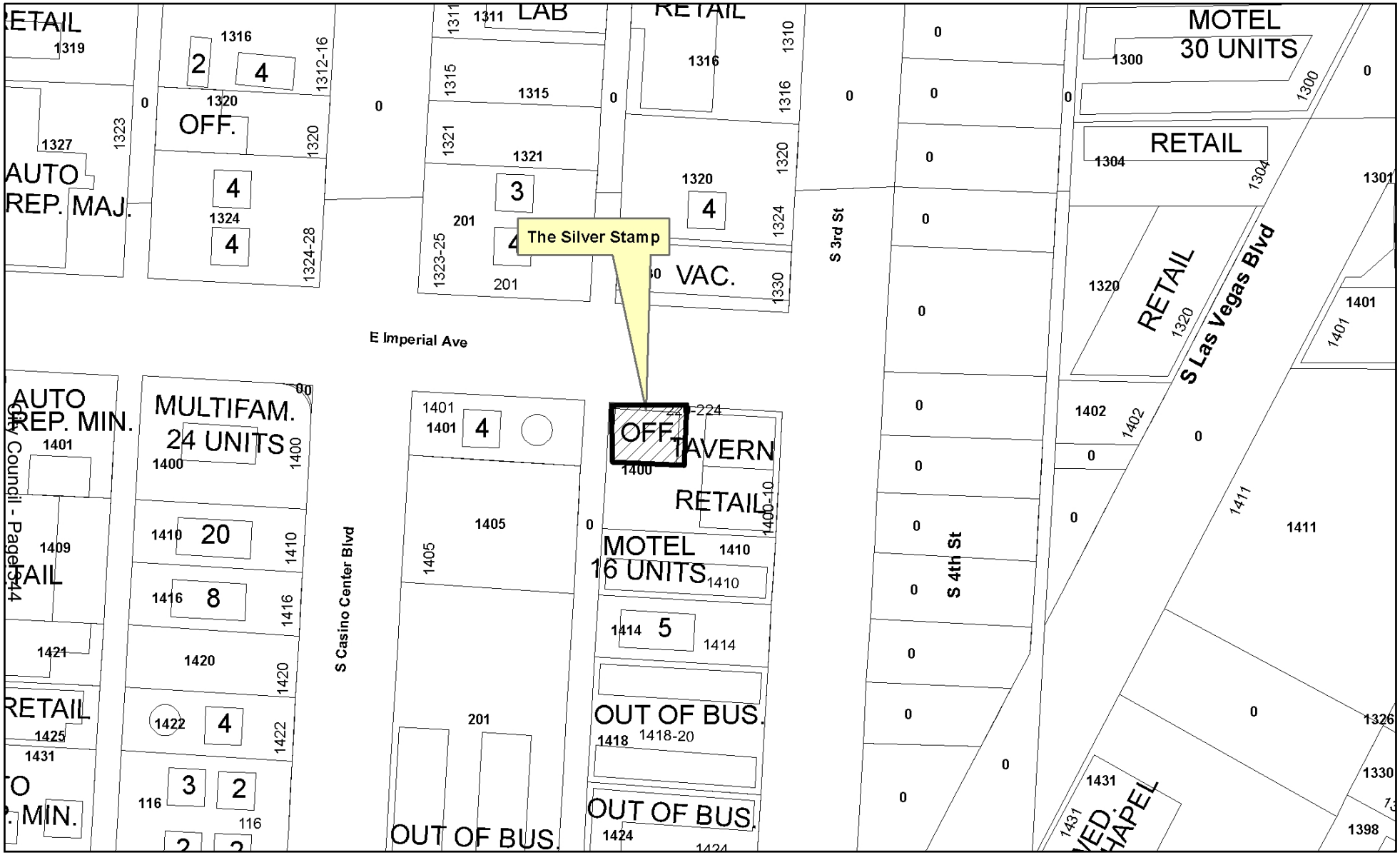
**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: For possible action to approve a Temporary Beer Wine Room License for a Change of Ownership FROM: ARTS DISTRICT EATERY, LLC TO: THE SILVER STAMP, INC. dba THE SILVER STAMP at 222 East Imperial Avenue - Ward 3 (Diaz)**

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**OWNERSHIP:**

**THE SILVER STAMP, INC.**

Rose Ruth Signor, President, Director, Shareholder
Andrew Grayson Smith, Secretary, Treasurer, Director, Shareholder
Jay Nietling, Shareholder
Brian Edward Wohletz, Shareholder




**The Silver Stamp**
**222 East Imperial Avenue**
**Ward #3**

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**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 9, 2021

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**29**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

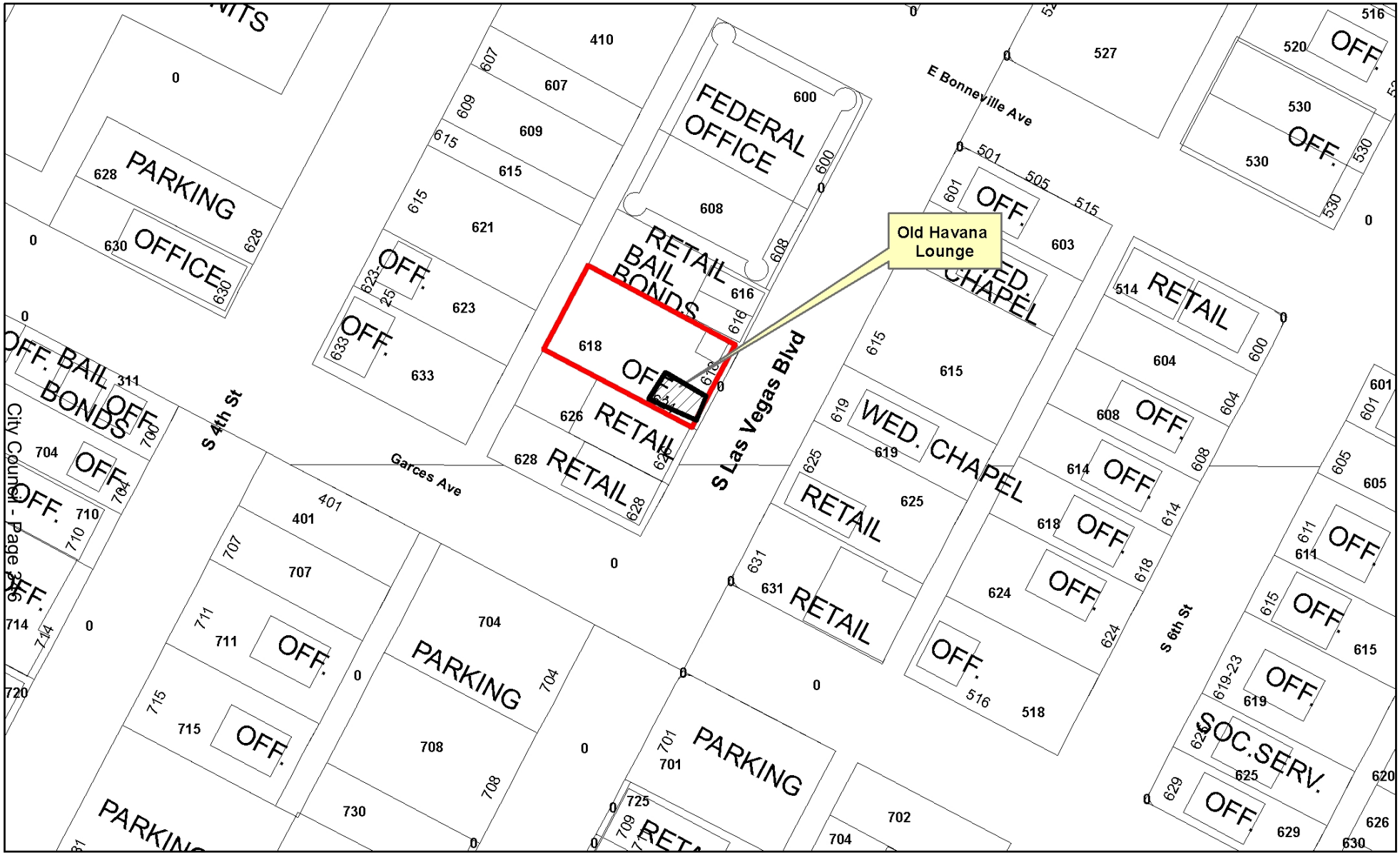
**SUBJECT:**
For possible action to approve a Beer Wine Room License for a Change of Ownership FROM: CARLOS ALBERTO YERO LECHUA AND OMAR HERNANDEZ-TEJEDA TO: MARCARLOS, LLC dba OLD HAVANA LOUNGE at 624 South Las Vegas Boulevard [Carlos Alberto Yero Lechua, Managing Member] - Ward 3 (Diaz)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Beer Wine Room License for a Change of Ownership.

**RECOMMENDATION:**
Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Location Map




# Old Havana Lounge

## 624 South Las Vegas Boulevard

## Ward #3

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 9, 2021

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**30**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Beer/Wine/Cooler Off-Sale License for BALDEV KRISHAN KUMRA dba RAJAT MINI MART AND CIGARETTES at 300 South Bruce Street [Baldev Krishan Kumra, Owner] - Ward 3 (Diaz)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Beer/Wine/Cooler Off-Sale License.

**RECOMMENDATION:**
Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Location Map




Freeways
Subject Property
City Limits
Site Location

**Rajat Mini Mart and Cigarettes**
**300 South Bruce Street**
**Ward #3**

N

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**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Wednesday, February 24, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**31**

**DEPARTMENT: Planning** **CONSENT**

**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Beer/Wine/Cooler Off-Sale License for 38415, INC. dba 7-ELEVEN STORE #38415A at 2027 North Decatur Boulevard - Ward 5 (Crear)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Beer/Wine/Cooler Off-Sale License.

**RECOMMENDATION:**
Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Location Map

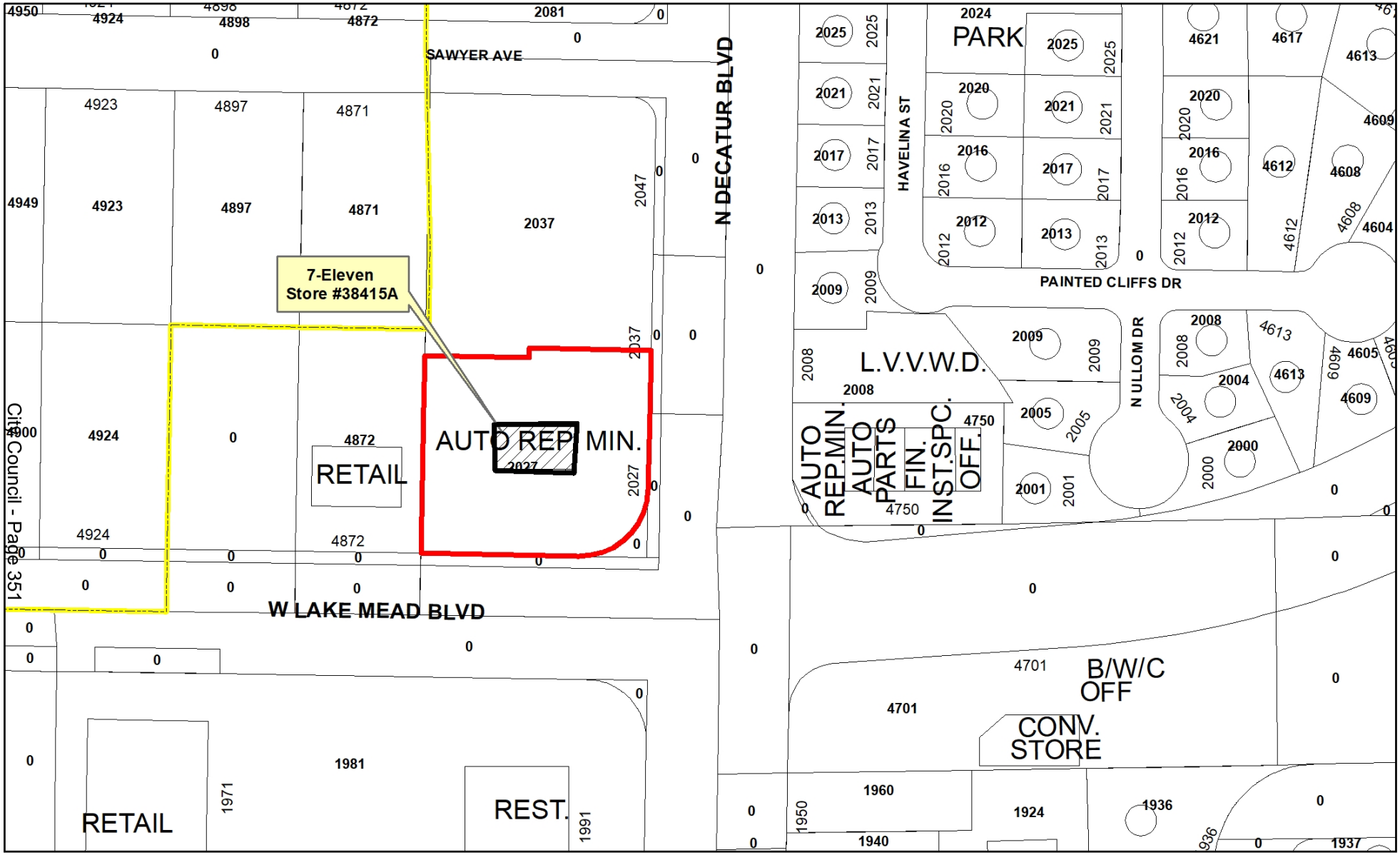
City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler Off-Sale License for 38415, INC. dba 7-ELEVEN STORE #38415A at 2027 North Decatur Boulevard - Ward 5 (Crear)**

**OWNERSHIP:**

**38415, INC.**
Harvinder Gill, President, Director, Shareholder
Harinder Gill, Secretary, Treasurer, Director, Shareholder




**7-Eleven Store #38415A**
**2027 North Decatur Boulevard**
**Ward #5**

Freeways
Subject Property
City Limits
Site Location

N

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**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Thursday, March 11, 2021

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**32**

**DEPARTMENT: Planning** **CONSENT**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
For possible action to approve a Restricted Gaming License for THE WEST SIDE OASIS, INC. dba WEST SIDE OASIS at 808 West Lake Mead Boulevard - Ward 5 (Crear)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
For possible action to approve a Restricted Gaming License for 15 slots.

**RECOMMENDATION:**
Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Location Map

City of Las Vegas

## *AGENDA MEMO*

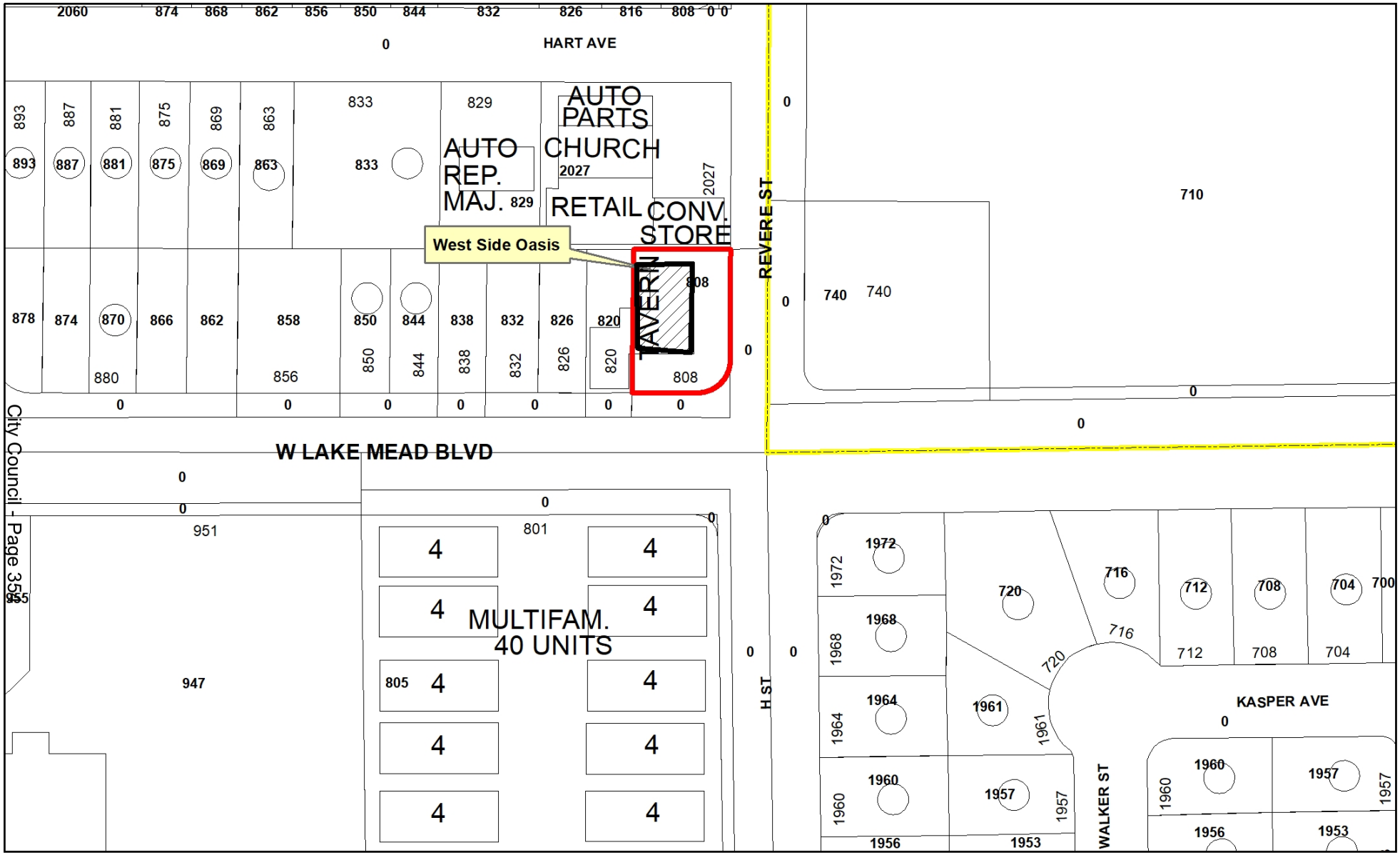
**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for THE WEST SIDE OASIS, INC. dba WEST SIDE OASIS at 808 West Lake Mead Boulevard - Ward 5 (Crear)**

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**OWNERSHIP:**

**THE WEST SIDE OASIS**

Hiroe Adams, Vice President, Secretary, Shareholder
Terry E. Adams, President, Director, Shareholder
Syanne T. Sasekhi, Treasurer, Shareholder




**West Side Oasis**
**808 West Lake Mead Boulevard**
**Ward #5**

Freeways
Subject Property
City Limits
Site Location

N

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**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Thursday, March 11, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**33**

**DEPARTMENT: Public Works** **CONSENT**
**DIRECTOR: Mike Janssen**

**SUBJECT:**
For possible action to approve Interlocal Professional Services Agreement C1900050 - Amendment No. 4 between the City of Las Vegas (CLV) and the Southern Nevada Health District (SNHD) to increase total funding for Fiscal Year 2021 allocation for the SNHD Community Partnership to Promote Health Equity Program ($7,747 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: $7,747
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

**PURPOSE/BACKGROUND:**
The Agreement C1900050 applies to SNHD's efforts to promote health equity through partnerships with community stakeholders. This Amendment No. 4 will provide an additional $7,747 for the Fiscal Year 2021 allocation. The CLV's efforts are eligible for reimbursement up to $32,747 for the period September 30, 2020, through September 29, 2021, for supplies supporting projects to improve pedestrian safety, walkability, and increased access to parks, schools, recreation centers, and worksite locations identified and prioritized using the Health Impact Assessment (HIA) process and associated tools. The total not-to-exceed amount of this agreement is $73,991.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Agreement C1900050 - Amendment No. 4

**AMENDMENT A04 TO INTERLOCAL PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND CITY OF LAS VEGAS C1900050**

THIS AMENDMENT A04 IS MADE WITH REFERENCE TO Interlocal Professional Services Agreement ("Agreement"), Effective Date September 30, 2018, and as amended on September 9, 2019, January 2, 2020 and November 30, 2020, by and between the Southern Nevada Health District ("Health District") and the City of Las Vegas ("Contractor") (individually "Party" and collectively "Parties").

WHEREAS, the Parties desire to add funds to the Agreement.

NOW THEREFORE, pursuant to Subsection 1.05 of the Agreement, the Parties agree to amend the Agreement as follows:

1) The fourth paragraph on the first page of the Agreement is hereby deleted in its entirety and replaced with the following:

WHEREAS, Health District desires to obtain professional services in support of its receipt of federal grant funds received from the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S Department of Health and Human Services ("HHS"), Federal Award Identification Number ("FAIN") NU58DP006578, CFDA Number 93.738, program entitled Southern Nevada Health District Community Partnership to Promote Health Equity, award dates September 16, 2018, July 6, 2019 and June 26, 2020, and as amended September 27, 2018, December 13, 2018, February 5, 2019, August 7, 2019, August 27, 2020, September 17, 2020, and October 23, 2020, with a total amount awarded to Health District of $2,573,545 (the "Grant"); and

2) Section 2, Incorporated Documents is hereby deleted in its entirety and replaced with the following:

2. The Services to be performed and/or goods to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A-A03: SCOPE OF WORK
ATTACHMENT B-A04: PAYMENT
ATTACHMENT C-A04: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

3) Section 3, Compensation, is increased by $7,747, from $66,244 to $73,991. Section 3 is hereby deleted in its entirety and replaced with the following:

3. COMPENSATION. Contractor shall complete the services in a professional and timely manner, and consistent with the Scope of Work outlined in Attachment A-A03. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A04, Payment. The total not-to-exceed amount of this Agreement is $73,991, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.

4) Subsection 13.14 is hereby added to the Agreement:

13.14 COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws, ordinances, statutes, regulations, appropriations legislation, orders, and industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200.

5) Attachment B-A03, Payment, is hereby deleted in its entirety and replaced with Attachment B-A04, which is attached hereto and expressly incorporated by reference herein.

6) Attachment C-A03, Additional Grant Information and Requirements, is hereby deleted in its entirety and replaced with Attachment C-A04, which is attached hereto and expressly incorporated by reference herein.

This Amendment A04 will become effective as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A04, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A04 to Agreement C1900050.

**SOUTHERN NEVADA HEALTH DISTRICT**
Health District DUNS Number: 137055492

By: _____
Fermin Leguen, MD, MPH
Acting Chief Health Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

**CITY OF LAS VEGAS**
City of Las Vegas DUNS Number: 030381610

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael Janssen, Public Works Director

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 3/3/21
Deputy City Attorney

**ATTACHMENT B-A04**
**PAYMENT**

A. Budget Period: September 30, 2020 through September 29, 2021

A.1 Total Not-to-Exceed Amount $32,747

| | |
|---|---|
| **Reimbursement for Supplies to be Purchased from September 30, 2020 through September 29, 2021:**<br><br>Supplies must support projects to improve pedestrian safety, walkability and increased access and active routes to everyday destinations including parks, schools, recreation centers, and worksite locations. Supplies may include, but are not limited to, wayfinding signage supplies (including signage and/or poles) street lights or other trail lighting supplies. Supplies purchased after the end date of the budget period will not be eligible for reimbursement. **Grant funding may not be used to pay for construction costs.** | $32,747 |
| **TOTAL NOT-TO-EXCEED:** | **$32,747** |

B. Budget Period: September 30, 2019 through September 29, 2020

B.1 Total Not-to-Exceed Amount $20,000

| | |
|---|---|
| **Reimbursement for Supplies to be Purchased from September 30, 2019 through September 29, 2020:**<br><br>Supplies must support projects to improve pedestrian safety, walkability and increased access to parks, schools, recreation centers, and worksite locations identified and prioritized using the HIA process and associated tools. Supplies may include, but are not limited to, cross walk paint, cross walk supplies (including signage and/or poles) street lights or other signage, and light bulbs. Supplies purchased after the end date of the budget period will not be eligible for reimbursement. **Grant funding may not be used to pay for construction costs.** | $20,000 |
| **TOTAL NOT-TO-EXCEED:** | **$20,000** |

C. Budget Period: September 30, 2018 through September 29, 2019

C.1 Total Not-to-Exceed Amount: $21,244

| | |
|---|---|
| **Reimbursement for Supplies to be Purchased from September 30, 2018 through September 29, 2019:**<br><br>Supplies must support projects to improve pedestrian safety, walkability and increased access to parks, schools, recreation centers, and worksite locations identified and prioritized using the HIA process and associated tools. Supplies may include, but are not limited to, cross walk paint, cross walk supplies (including signage and/or poles) street lights or other signage, and light bulbs. Supplies purchased after the end date of the budget period will not be eligible for reimbursement. **Grant funding may not be used to pay for construction costs.** | $21,244 |
| **TOTAL NOT-TO-EXCEED:** | **$21,244** |

D. Supplies purchased after the end date of each budget period will not be eligible for reimbursement from

E. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

F. Contractor will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each item as identified in the project budget period as shown above.

(a) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.

(b) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.

(c) Contractor is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.

(d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

G. Health District shall not be liable for interest charges on late payments.

H. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.

**ATTACHMENT C-A04**
**ADDITIONAL GRANT INFORMATION AND REQUIREMENTS**

A. As a subrecipient of Grant funds, Contractor agrees to ensure its compliance with the following Grant specific requirements:

A.1 Grant funds will not be used to supplant existing financial support for Contractor programs.

A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to the Health District , the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to the Health District, the CDC, and to HHS OIG at the following addresses:

Southern Nevada Health District
Legal Department, Attention: Sr. Compliance Specialist
280 S. Decatur Blvd.
Las Vegas, NV 89107

AND

CDC, Office of Grants Services
Natasha Jones, Grants Management Specialist
Centers for Disease Control and Prevention
Chronic Disease and Birth Defects Services Branch
2939 Brandywine Road Mailstop TV-2
Atlanta, GA 30341
Email njones6@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 2021
FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required dislosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (*See* 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

A.3 In addition to federal laws, regulations and policies, Contractor agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research Grants and Cooperative Agreements, located at https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf

A.4 Contractor agrees to ensure its compliance as applicable with provisions of Notice of Funding Opportunity ("NOFO") number DP18-1813, located at https://foa.grantsolutions.gov/files/pa/cdc/1044939/1155136.htm

B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.

C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to comply with all applicable contract provisions contained therein. These provisions may include, but not be limited to, the following:

C.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

C.2 TERMINATION. All federally funded contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

C.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C.8 ENERGY EFFICIENCY. Contractor agrees to comply with standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

C.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

C.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889,

covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D.1 *See* Public Law 115—232, section 889 for additional information.

D.2 *See* also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

E. HHS SPECIFIC REQUIREMENTS. Contractor agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR Part 75. Contractor further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which is available online at http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf Applicable terms and conditions may include, but not be limited to, the following:

E.1 ACTIVITIES ABROAD. Contractor must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

E.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

E.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

E.4 CONTROLLED SUBSTANCES. Contractor is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other

substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

E.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

E.6 LIMITED ENGLISH PROFICIENCY. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

E.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

E.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

E.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

E.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

E.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.

E.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

E.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

E.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**34**

**DEPARTMENT: Public Works** **CONSENT**
**DIRECTOR: Mike Janssen**

**SUBJECT:**
For possible action to approve Second Supplemental Interlocal Contract LAS31B18 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to January 31, 2023 for the LVW - Moccasin, Skye Canyon Park to Upper LVW Project - Ward 6 (Fiore)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
On November 8, 2018 the CCRFCD entered into an interlocal contract with the CLV to provide funding for construction and construction management for the LVW - Moccasin, Skye Canyon Park to Upper LVW Project. The First Supplemental Interlocal Contract dated July 9, 2020 increased funding. This Second Supplemental Interlocal Contract will extend the contract expiration date from January 31, 2021 to January 31, 2023 to allow additional time to closeout all project documents. The CCRFCD approved this interlocal contract at their February 11, 2021 Board Meeting.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Second Supplemental Interlocal Contract LAS31B18

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**
**LVW – MOCCASIN, SKYE CANYON PARK TO UPPER LVW**

**THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 11th day of February, 2021 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

**W I T N E S S E T H**

**WHEREAS,** pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

**WHEREAS,** the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number LVMO 0000, hereinafter referred to as "PROJECT"; and

**WHEREAS,** the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number LVMO 0000, hereinafter referred to as "PROJECT"; and

**WHEREAS,** the PROJECT is identified and shown on the attached Exhibit "A"; and,

**WHEREAS,** the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

**WHEREAS,** the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

**WHEREAS,** the Interlocal Contract dated November 8, 2018 and First Supplemental Interlocal Contract dated July 9, 2020 were entered into between the DISTRICT and the CITY; and,

**WHEREAS,** the CITY desires to extend the project completion date.

**NOW, THEREFORE,** in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

**SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:**

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to January 31, 2023. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated November 8, 2018 and First Supplemental Interlocal Contract July 9, 2020 shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 3/3/21
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

February 11, 2021

Regional Flood Control District

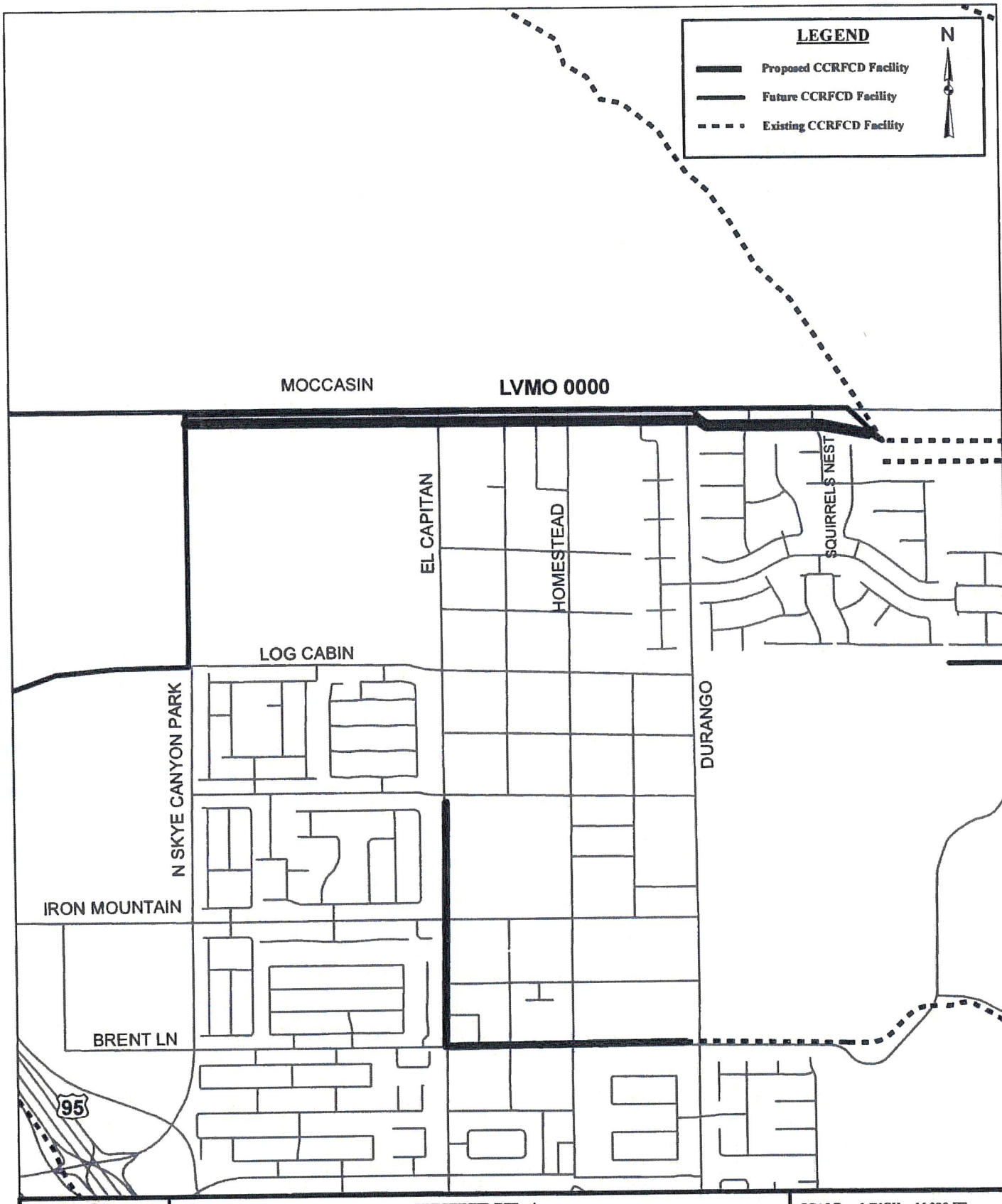
Debra March
By: Debra March (Feb 16, 2021 11:28 PST)
Chair

Attest

Tammy D. McMahan
By: _____
for Deanna Hughes
Secretary to the Board

Approved as to Form

Christopher D. Figgins
By: Christopher D. Figgins (Feb 16, 2021 08:58 PST)
Christopher Figgins Date
RFCD Attorney




Public Works
Flood Control Planning

# EXHIBIT A
# LVW - MOCCASIN, SKYE CANYON PARK TO UPPER LVW
(LAS31B18)

SCALE: 1 INCH = 16,000 FT
DRAWING NAME: LasVegasWash_Moccasin_SkyeCanyPk_UpperLVW.MXD
DRAWN BY: C. JONES
DATE: 06/02/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\LasVegasWash_Moccasin_SkyeCanyPk_UpperLVW.mxd

Due to continuous development activity, this map is for reference only.

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**35**

**DEPARTMENT: Public Works** **CONSENT**
**DIRECTOR: Mike Janssen**

**SUBJECT:**
For possible action to approve Fourth Supplemental Interlocal Contract LAS23I17 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to decrease funding from $26,425,221 to $24,085,206.70 for Centennial Parkway Channel West - US95, CC215 to Grand Teton and US95 Crossing at Kyle Canyon Road Project - Ward 6 (Fiore)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
On March 9, 2017 the CCRFCD entered into an Interlocal Contract with the CLV to provide funding for construction and construction management for the Centennial Parkway Channel West - US95, CC215 to Grand Teton Project. On May 18, 2017, a First Supplemental Interlocal Contract was approved to increase construction funding, change the scope of the project and formally change the name of the project. On January 11, 2018, a Second Supplemental Interlocal Contract was approved to increase funding and extend the project completion date. On April 9, 2020, a Third Supplemental Interlocal Contract was approved to add a line item for entity construction management labor costs and extend the project completion date. This Fourth Supplemental Interlocal Contract will decrease project funding. Construction of this project is substantially completed and no additional funding is anticipated at this time. The CCRFCD approved this interlocal contract at their February 11, 2021 Board Meeting.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Fourth Supplemental Interlocal Contract LAS23I17

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT**
**CENTENNIAL PARKWAY CHANNEL WEST – US95,**
**CC215 TO GRAND TETON AND US95 CROSSING AT KYLE CANYON ROAD**

**THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 11th day of February, 2021 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

**W I T N E S S E T H**

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

**WHEREAS**, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Numbers, MOLC 0149 and CN95 0000, 0068, 0104 and 0167, hereinafter referred to as "PROJECT"; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit "A"; and

**WHEREAS**, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**WHEREAS**, the Interlocal Contract dated March 9, 2017, First Supplemental Interlocal contract dated May 18, 2017, Second Supplemental Interlocal Contract dated January 11, 2018, and Third Supplemental Interlocal Contract dated April 9, 2020 were entered into between the DISTRICT and the CITY; and,

**WHEREAS**, the City desires to decrease project funding.

**NOW, THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

**SECTION II - PROJECTS COSTS shall be revised to read as follows:**

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not to exceed $1,899,725.83.

2. Construction at a cost not to exceed $22,165,480.87.

3. Entity Construction Management Labor Cost at a cost not to exceed $20,000.00.

4. The total cost of this Contract shall not exceed $24,085,206.70 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

**SECTION III – GENERAL, paragraph 17 shall be added to read as follows:**

17. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated March 9, 2017 and supplemental interlocal contracts dated May 18, 2017, January 11, 2018 and April 9, 2020 shall remain unchanged.

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**IN WITNESS WHEREOF**, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

February 11, 2021

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 3/3/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Regional Flood Control District

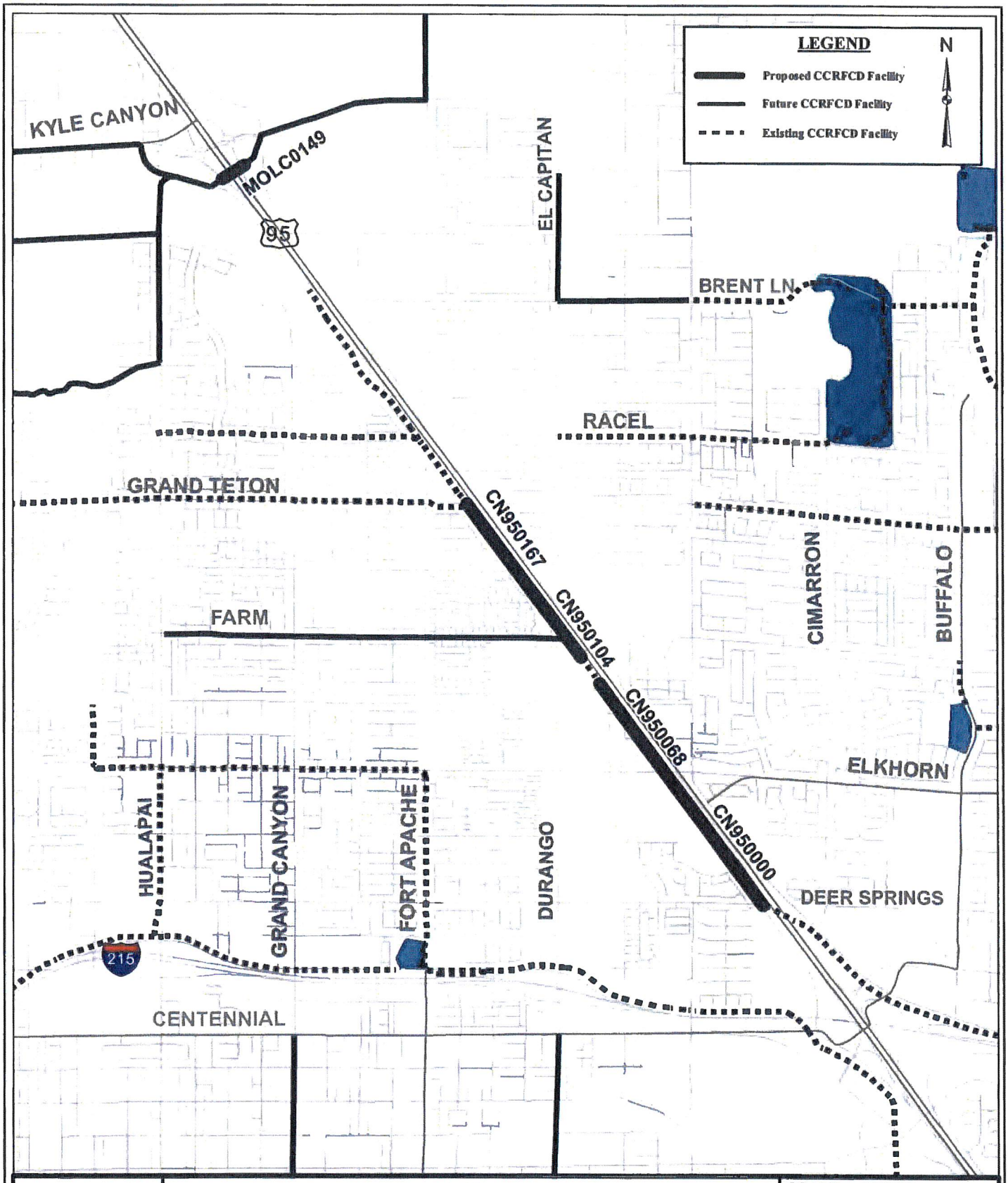
Debra March
By: Debra March (Feb 16, 2021 11:26 PST)
Chair

Attest

Tammy D. McMahan
By: for
Deanna Hughes
Secretary to the Board

Approved as to Form

Christopher D. Figgins
By: Christopher D. Figgins (Feb 16, 2021 08:53 PST)
Christopher Figgins Date
RFCD Attorney




Public Works
Flood Control Planning

**EXHIBIT A**
**CENTENNIAL PKWY CHANNEL WEST - US95, CC215 TO GRAND TETON, AND US95 CROSSING AT KYLE CANYON ROAD (LAS23I17)**

SCALE: 1:30,000
DRAWING NAME: CentennialPkwyWest_95_215_GrandTeton.mxd
DRAWN BY: C. JONES
DATE: 01/13/2021
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\CentennialPkwyWest_95_215_GrandTeton.mxd

Due to continuous development activity, this map is for reference only.

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**36**

**DEPARTMENT: Public Works** **CONSENT**
**DIRECTOR: Mike Janssen**

**SUBJECT:**
For possible action to approve Second Supplemental Interlocal Contract LAS29E18 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to January 31, 2022 for the construction of the Flamingo - Boulder Highway North - Boulder Highway, Sahara to Charleston Project - Ward 3 (Diaz)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
On October 11, 2018 the CCRFCD entered into an interlocal contract with the CLV to provide construction and construction management funding for the Flamingo - Boulder Highway North - Boulder Highway, Sahara to Charleston Project. The First Supplemental Interlocal Contract dated May 23, 2019 increased funding. This Second Supplemental Interlocal Contract will extend the contract expiration date from January 31, 2021 to January 31, 2022 to allow additional time to closeout all project documents. The CCRFCD approved this interlocal contract at their February 11, 2021 Board Meeting.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Second Supplemental Interlocal Contract LAS29E18

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**
**FLAMINGO – BOULDER HIGHWAY NORTH – BOULDER HWY, SAHARA TO CHARLESTON**

**THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 11th day of February, 2021 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

**W I T N E S S E T H**

**WHEREAS,** pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

**WHEREAS,** the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number FLBN 0038, hereinafter referred to as "PROJECT"; and

**WHEREAS,** the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number FLBN 0038, 0056, 0063 and 0167, hereinafter referred to as "PROJECT"; and

**WHEREAS,** the PROJECT is identified and shown on the attached Exhibit "A"; and,

**WHEREAS,** the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

**WHEREAS,** the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

**WHEREAS,** the Interlocal Contract dated October 11, 2018 and First Supplemental Interlocal Contract dated May 23, 2019 were entered into between the DISTRICT and the CITY; and,

**WHEREAS,** the CITY desires to extend the project completion date.

**NOW, THEREFORE,** in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

**SECTION II – PROJECTS COSTS shall be revised to read as follows:**

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management shall not exceed $1,834,606.

2. Construction in an amount not to exceed $28,829,533.

3. The total cost of this Contract shall not exceed $30,664,139 which includes all the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

**SECTION III – GENERAL, paragraphs 10, 15 and 16 shall be revised/added to read as follows:**

10 The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

a. Predesign Engineering
b. Design Engineering
c. Entity Design Labor Costs
d. Right-of-way
e. Environmental
f. Emergency Action Plan
g. Flood Map Revision
h. Construction
i. Construction Management
j. Entity Construction Management Labor Costs
k. Landscape Construction
l. Other

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to January 31, 2022. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

16. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by

either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated October 11, 2018 and First Supplemental Interlocal Contract dated May 23, 2019 shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 2/3/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

February 11, 2021

Regional Flood Control District

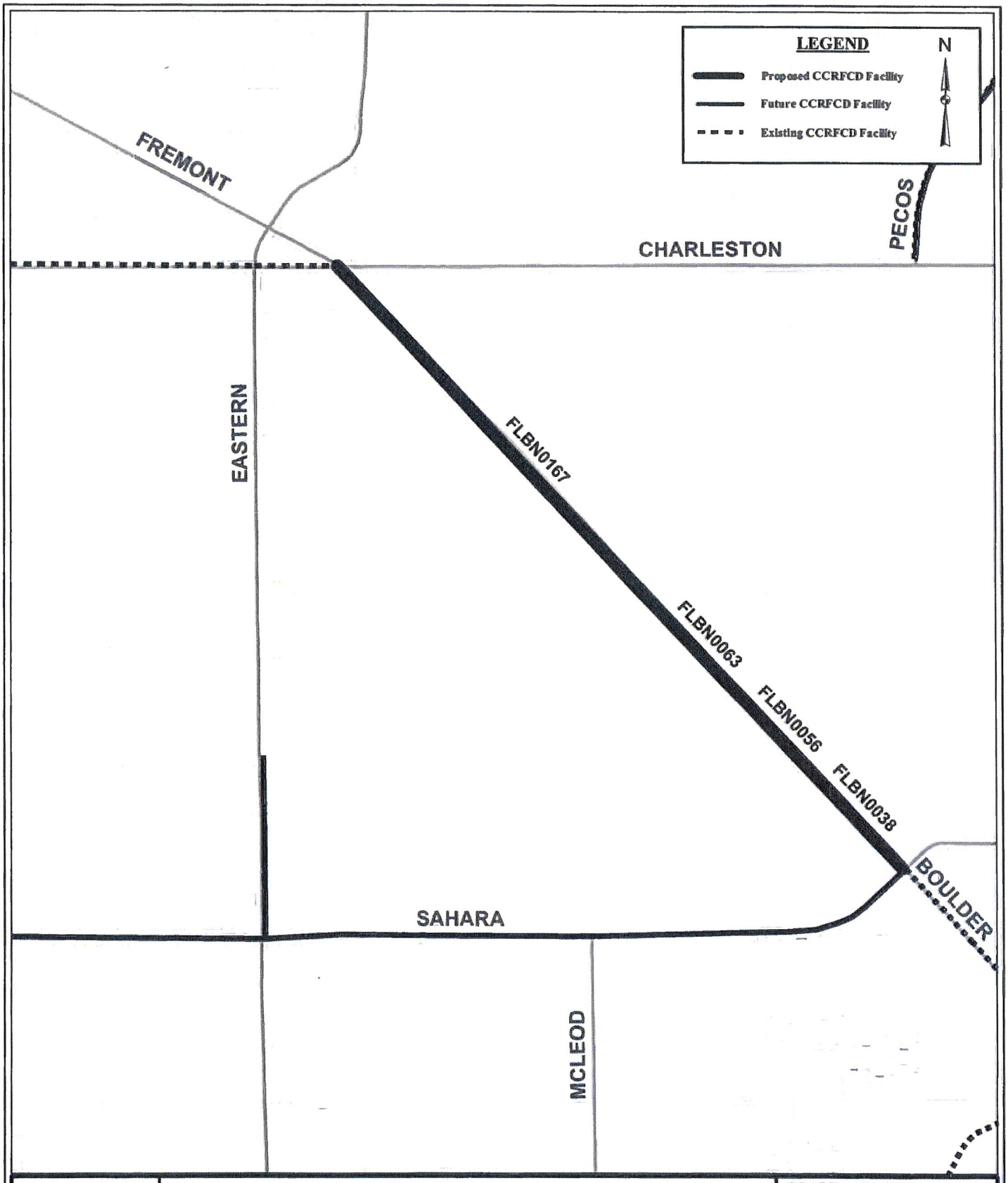
By: Debra March
Debra March (Feb 16, 2021 11:27 PST)
Chair

Attest

By: Tammy D. McMahan
for Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher D. Figgins
Christopher D. Figgins (Feb 16, 2021 08:57 PST)
Christopher Figgins Date
RFCD Attorney




Public Works
Flood Control Planning

**EXHIBIT A**
**FLAMINGO - BOULDER HWY NORTH, BOULDER HWY, SAHARA TO CHARLESTON (LAS29E18)**

SCALE: 1:14,000
DRAWING NAME: Flamingo_BoulderHwyNorth_Sahara_Charleston.MXD
DRAWN BY: C. JONES
DATE: 01/13/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Flamingo_BoulderHwyNorth_Sahara_Charleston.mxd

Due to continuous development activity, this map is for reference only.

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**37**

**DEPARTMENT: Public Works** **CONSENT**
**DIRECTOR: Mike Janssen**

**SUBJECT:**
For possible action to approve staff to acquire a Revocable License Agreement and various real property rights between the City of Las Vegas and the Clark County School District for the future Adcock-Garside Safe Routes to School Project, APNs 138-35-101-002 and 138-35-111-008 - Ward 1 (Knudsen)

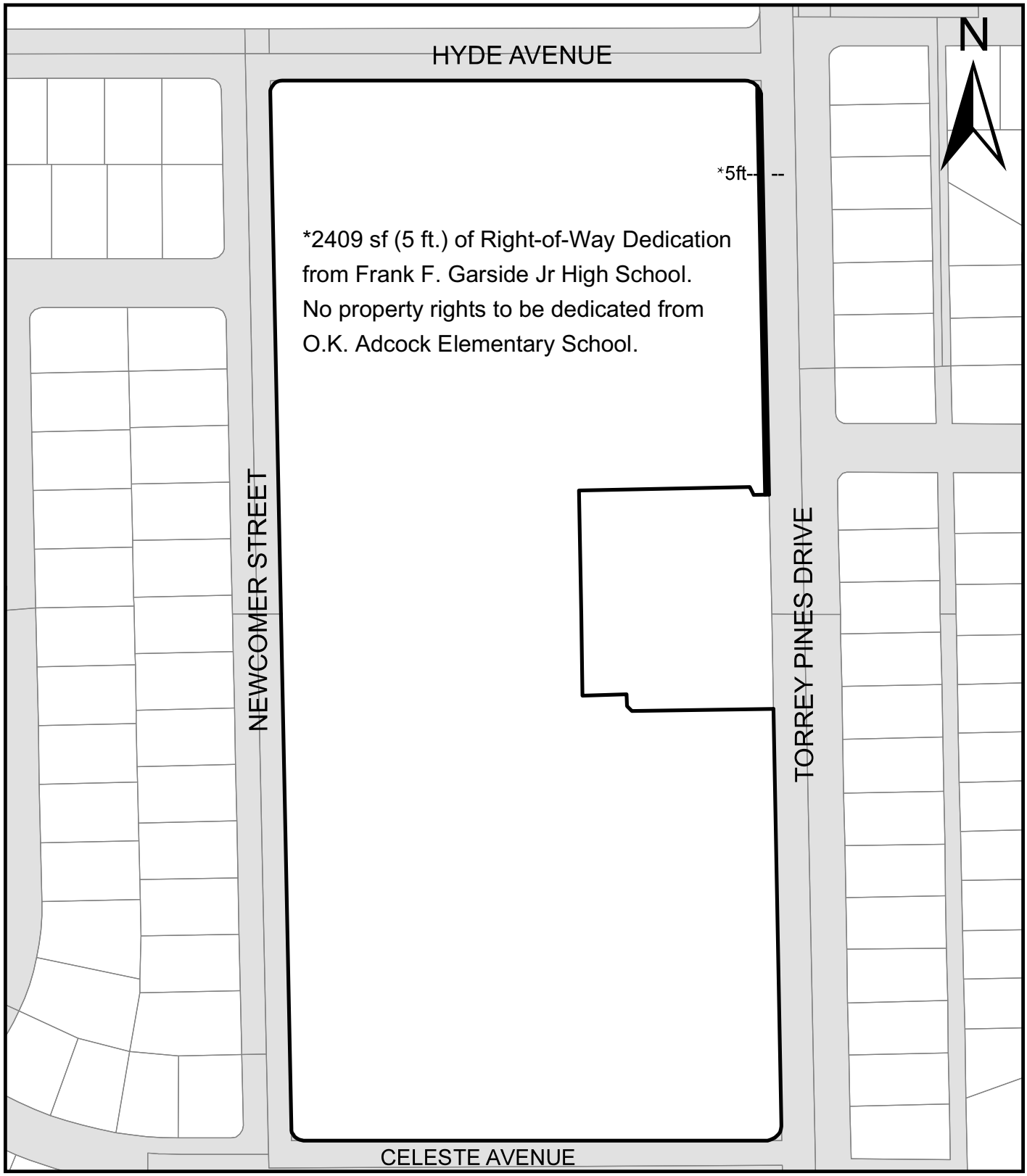
**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
The Revocable License Agreement and acquisition of various real property rights is needed for sidewalk widening, curb extensions, refuge islands, crosswalk improvements, signage, and striping along South Torrey Pines Drive, Hyde Avenue and Celeste Avenue.

**RECOMMENDATION:**
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of appropriate agreements and real property rights.

**BACKUP DOCUMENTATION:**
1. Exhibit Map
2. Revocable License Agreement

# **EXHIBIT MAP** 1 of 1




**LEGEND**

- Subject Parcel
- Area of Dedication
- Right-of-Way

ADCOCK-GARSIDE SAFE ROUTES TO SCHOOL

PARCEL NO: 138-35-101-002

OWNER: School Board of Trustees

SECTION, TOWNSHIP, RANGE: SECTION 35, T. 20 S., R 60 E.

AREA OF SUBJECT PARCEL(S): 16.38 acres

AREA OF DEDICATION: 2409 sf +-

Date: 2/22/2021

**REVOCABLE LICENSE AGREEMENT**
**FOR ACCESS AND USE OF REAL PROPERTY**
**LOCATED AT**
**O.K. ADCOCK ELEMENTARY SCHOOL**
**AND**
**FRANK F. GARSIDE JUNIOR HIGH SCHOOL**

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between, the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada ("Licensor"), and the CITY OF LAS VEGAS, a political subdivision of State of Nevada, ("Licensee"). Licensor and Licensee may be individually referred to as "Party" or collectively as the "Parties."

## RECITALS

A. Licensor is the owner of those certain real properties located at 6350 Hyde Avenue, Las Vegas, NV 89107, Assessor's Parcel Number 138-35-101-002, and 300 South Torrey Pines Drive, Las Vegas, NV 89107, Assessor's Parcel Number 138-35-111-008 more commonly known as Frank F. Garside Junior High School more commonly known as O.K. Adcock Elementary School ("Properties"), as shown and more particularly described and depicted on Exhibit "A."

B. Licensee has a public works project, Adcock-Garside Safe Routes to School, ("Project"), to widen sidewalks, construct curb extensions, refuge islands, crosswalk improvements, signage, and striping modifications to Hyde Avenue, S Torrey Pines Drive, and Celeste Avenue in the existing public right of way. Licensee is requesting access to a portion of the Properties, as shown in Exhibit "A" to allow workers to construct the Project.

C. Licensor is willing to allow Licensee to enter upon and use that portion of the Properties, more particularly depicted on Exhibit "B", subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. License. Licensor agrees to permit Licensee, it's officers, employees, contractors, subcontractors, and agents to access and use the Properties on a non-exclusive basis, in common with Licensor and such other persons to whom Licensor may from time to time grant rights, and Licensee accepts the right so to access the Properties, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement creates merely a revocable license to access the Properties and that no right, title, estate or interest in or to the Properties is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement. This Agreement is not intended to represent permission granted in perpetuity. Licensee acknowledges that all access of the Properties by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Properties by prescription, adverse possession or otherwise. Licensor, shall not, under any circumstances, be responsible for any costs incurred by Licensee on the Properties during the Term as defined in Section 2. Licensee's rights under this Agreement are further subject to all present and future, laws, building restrictions, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over the Properties or Licensee's use of the Properties.

2. Term. The term of this Agreement shall commence upon execution by both Parties hereto and shall end on the earlier of (i) a Licensee Event of Default (as defined below) or (ii) December 31, 2024 ("Term"), unless earlier terminated as herein provided. Licensor may, by written notice to Licensee, terminate this Agreement without cause for any reason as of the date set forth in said notice, which date shall not be earlier than five (5) business days after the mailing or personal delivery of such notice. On such date, this Agreement shall cease and terminate and be of no further force or effect. Licensee's continued occupation of the Properties after the expiration or termination of this Agreement will not operate as renewal or extension of this Agreement. The Term of this Agreement may be extended by a letter, signed and dated by both Parties.

3. Use of Properties Licensee's use of the Properties shall be limited to the revocable license area shown in Exhibit "C" and for the purposes of constructing the Project in the adjacent public right of way. Licensee shall restore the Properties to its original condition. Licensee shall notify the principals of the Properties and the Operations Manager thirty (30) calendar days

prior to the start of construction and shall make its best effort to minimize disturbance to school actives. Licensee shall not access or utilize the Properties for any other purpose whatsoever. Licensee shall, by entering upon and occupying the Properties be deemed to have accepted the Properties "AS IS", in its then condition, and Licensee hereby releases Licensor, and its officers, employees, and agents, from any liability or loss caused by any latent or patent defect in or on the Properties. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Properties or Licensee's use thereof. Licensee shall not permit anything to be done or kept upon the Properties that does or could interfere with the rights of Licensor, nor shall Licensee commit or permit any nuisance or any immoral or illegal act to be committed thereon. Licensee acknowledges that Licensor and its agents, contractors and subcontractors are now or may, during the term of this Agreement, be engaged in the construction of improvements and other construction related activities on, adjacent to or in the vicinity of the Properties. Licensee agrees to use its best efforts to avoid any interference with any such construction activities and further agrees to comply promptly with any and all requests by agents or employees of Licensor (whether such requests are delivered in writing or orally) to move or remove any machinery, equipment, vehicles or persons interfering with the activities of Licensor or its agents, contractors or subcontractors.

4. Improvements. Licensee is solely responsible, at its own cost, for all improvements proposed by Licensee ("Improvements"). All Improvements made by Licensee to the Properties pursuant to the terms of this Agreement are subject to and must be in compliance with all applicable codes, ordinances, and laws, including but not limited to the Americans with Disabilities Act, and constructed in conformance with Licensor's approved standards. Any Improvements made by Licensee on Property shall, at Licensor's option, become the property of Licensor upon termination of this Agreement. Licensee shall execute such documents as Licensor may require confirming that title to the Improvements vests in the Licensor. Licensee shall, however, at Licensor's request, remove such Improvements at Licensee's sole cost and expense upon termination of this Agreement.

5. Maintenance of Property. Licensee shall keep and maintain the revocable license area shown and depicted in Exhibit "C" in good order, condition and repair, (including any such replacement and restoration required for that purpose), shall provide all precautions for the safety and protection of persons and property and keep the Properties free from waste. Licensee will assume all responsibility for repair of any damages it causes to Properties, including but not limited to driveways, curb and gutter, landscaping, fencing, signs, and underground lines. Additionally, Licensee will assume all responsibility for the removal of debris, including trash, on the Properties upon completion of the Improvements. The Licensor will conduct site inspections before the Improvements are commenced and after they are completed to verify the condition of the Properties.

6. Ownership of Equipment. Licensee retains title to all equipment it may use, place or install on the Properties, unless otherwise agreed between the Parties.

7. Damage or Destruction. Licensor has no obligation to reimburse Licensee for the loss of or damage to fixtures, equipment or other personal property left on the Properties, nor injuries arising out of or attributable to the activities detailed in this Agreement, except for loss or damage caused by the negligence or fault of Licensor or its officers, employees, or agents. Licensor may insure all fixtures, equipment or other personal property for its own protection if it so desires.

8. Restoration of Property. Upon the expiration of this Agreement, License's right to occupy and use the Properties and exercise the privileges and right granted under this Agreement shall cease, and Licensee shall surrender and leave the Properties in as good a condition as at the commencement of this Agreement, unless otherwise agreed to between the Parties in writing. Without limiting the generality of the foregoing, Licensee shall, promptly upon request of Licensor, prior to Licensee's entering upon the Properties, restore and refill any holes or trenches created by Licensee's grading, digging or drilling on the Properties; provided, however, that nothing herein shall require Licensee to restore the Properties with regard to any work performed by Licensor during the Term. Licensee shall restore all disturbed areas in and around Properties to near its original condition and will restore any chain link fencing and gates on Properties to their original condition upon expiration, cancellation, or termination of the Agreement, unless otherwise agreed to between the Parties in writing.

9. Utilities. Licensee shall pay all charges for any services or utilities used by Licensee upon the revocable license area shown and depicted in Exhibit "C".

10. Safe Routes to School. If applicable, throughout the duration of Project, Licensee shall maintain a safe route to school for the Licensor's students, faculty, and staff.

11. Insurance. Licensee shall procure and maintain, or cause its contractor to procure and maintain, for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

a. Commercial General Liability Insurance (and/or excess umbrella liability) with a minimum limit per occurrence of Two Million ($2,000,000). Policy must include Licensor as Additional Insured

b. Automobile Insurance, and/or excess umbrella liability, for all owned, non-owned and hired vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit, with no additional exclusions.

c. Statutory Workers Compensation/Employer's Liability Insurance in compliance with Nevada Revised Statute ("NRS") chapters 616A to 616D.

For any losses/claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensee shall be excess of Licensor's insurance and shall not contribute with it. If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of this Agreement.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work performed under this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Licensee must purchase extended reporting period coverage for a minimum of five (5) years after end of this Agreement.

12. Indemnification. Subject to the limitation of law, and to the extent allowed by law, each Party agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, and agents committed in the performance of this Agreement. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

13. Release of Liens. Licensee shall, at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record against the Properties because of any action or inaction of Licensee, its agents or contractors, within fifteen (15) calendar days after the filing of the same. Nothing contained herein shall prevent Licensor, at the cost and for the account of Licensee, from at any time obtaining such discharge and release in the event Licensee shall fail or refuse to do so.

14. Assignment. This Agreement is specific to the Licensee and may not be transferred or assigned in any manner, without the Licensor's approval. Licensee shall not assign or transfer this Agreement or any rights hereunder nor shall Licensee mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of Licensor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of Licensee, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Agreement without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors and assigns. Notwithstanding the preceding sentence, Licensee may permit a contractor to perform the Improvements and contractor shall have any and all rights granted to Licensee under this Agreement.

15. Licensor's Right of Entry. Licensor and its authorized agents and representatives may enter the Properties at any time for any lawful and reasonable purpose. Without limiting the generality of the foregoing, Licensor and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Properties at all times to make repairs, replacements or alterations thereto that may, in the opinion of the Licensor, be deemed necessary or advisable and from time to time to construct or install over, in or under the Properties the systems or parts thereof and, in connection with maintenance, use the Properties for access to other parts in and around the Properties; provided that in the exercise of the right of access, repair, alteration or new construction, Licensor shall not unreasonably interfere with the use and occupancy of the Properties by the Licensee. Exercise of any of the foregoing rights by Licensor or others pursuant or Licensor's rights shall not constitute an eviction of the Licensee, nor be made the grounds for any claim for damages.

16. Amendment of Agreement. The terms of this Agreement may be amended by a letter, signed and dated by both Parties listing any and all changes to the Agreement. Any significant changes to the original terms will result in a new Agreement being entered into.

17. Breach; Cancellation. In the event of any breach of any representation contained herein or other default by Licensee in the performance of any term or condition of this Agreement ("Licensee Event of Default"), Licensor may, after five (5) business days prior written notice to Licensee, and provided the breach is not cured by Licensee during that five (5) business day period, cancel this Agreement, re-enter the Properties and take possession thereof and remove all persons and property therefrom. Licensee agrees to hold Licensor harmless from any liability whatsoever for the removal and/or storage of any personal property on the Properties, whether of Licensee, its agents or contractors.

18. Notices. Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or by facsimile which is confirmed telephonically. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensee:

City of Las Vegas
Department of Public Works
333 N. Rancho Drive
Las Vegas, NV, 89106
Attention: Ed Young
Phone: (702) 229-4798
Email: eyoung@lasvegasnevada.gov

To Licensor:

Clark County School District
Real Property Management Department
1180 Military Tribute Place
Henderson, Nevada 89074
Attention: Linda K. Perri, Director
Phone: (702) 799-5214 x5408
Email: perrik@nv.ccsd.net

Clark County School District
Facilities Division
1180 Military Tribute Place
Henderson, Nevada 89074
Attention: Abby Berhe, Operations Manager
Phone: (702) 271-8933
Email: berheag@nv.ccsd.net

O.K. Adcock Elementary School
6350 Hyde Avenue
Las Vegas, NV 89107
Attention: Wendy DeMille, Principal
Phone: 702-799-4185
Email: demilwb@nv.ccsd.net

Frank F. Garside Junior High School
300 S. Torrey Pines Drive
Las Vegas, NV 89107
Attention: Dr. Marbella Alfonzo, Principal
Phone: 702-799-4245
Email: alfonme@nv.ccsd.net

Any Party hereto may change its address for the purpose of receiving notices and demands as herein provided by a written notice given in the manner aforesaid to the other Party hereto, which notice of change of address, shall not become effective, however,

until the actual receipt thereof by the other Party. All notices hereunder shall be as specific as reasonably necessary to enable the Party receiving the same to respond thereto.

19. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee. No provision of this Agreement, nor any acts of the Parties hereto, shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

20. No Waiver. Licensor's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensor's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

21. Remedies Cumulative. The various rights, options, elections and remedies of Licensor contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

22. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

23. Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

24. Exhibits. All exhibits referred to herein are acknowledged by Licensee to have been fully and correctly completed and attached hereto prior to the execution of this Agreement, and Licensee and Licensor agree that such Exhibits form a part of, and are incorporated in, this Agreement.

25. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

26. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first set forth above.

Licensee:

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Alan Riekki Date
Right–of-Way Manager

Approved at to Form:

By: John S. Ridilla 3/3/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Licensor:

CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada

By: _____
Linda K. Perri Date
Director, Real Property Management

Approved as to form only:

By: 2-23-21
Luke Puschnig Date
General Counsel

## Exhibit "A"

Legal Description

APN: 138-35-111-008

Parcel One (1) as shown by map thereof in File 101 of Parcel Maps, Page 70 in the Office of the County Recorder, Clark County, Nevada.

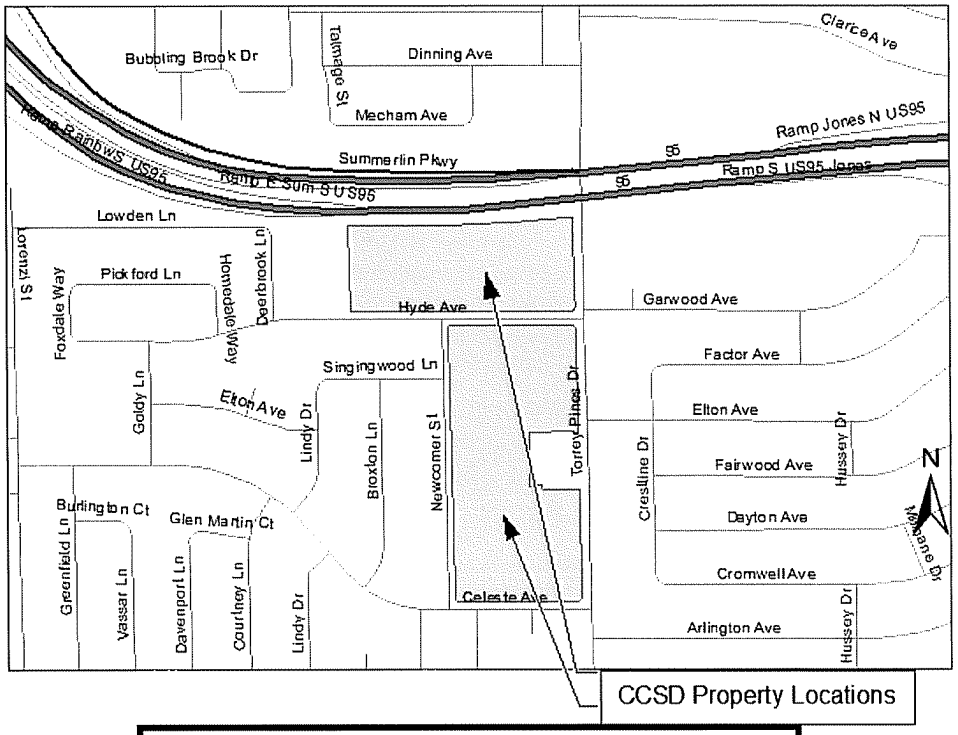
The site contains approximately 10.00 acres.

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APN: 138-35-101-002

Parcel One (1) as shown by map thereof in File 118 of Parcel Maps, Page 32 in the Office of the County Recorder, Clark County, Nevada.

The site contains approximately 16.38 acres.




**REVOCABLE LICENSE AGREEMENT**
**CITY OF LAS VEGAS**
**O. K. ADCOCK ELEMENTARY SCHOOL**
**FRANK F. GARSIDE JUNIOR HIGH SCHOOL**

# Exhibit "B"

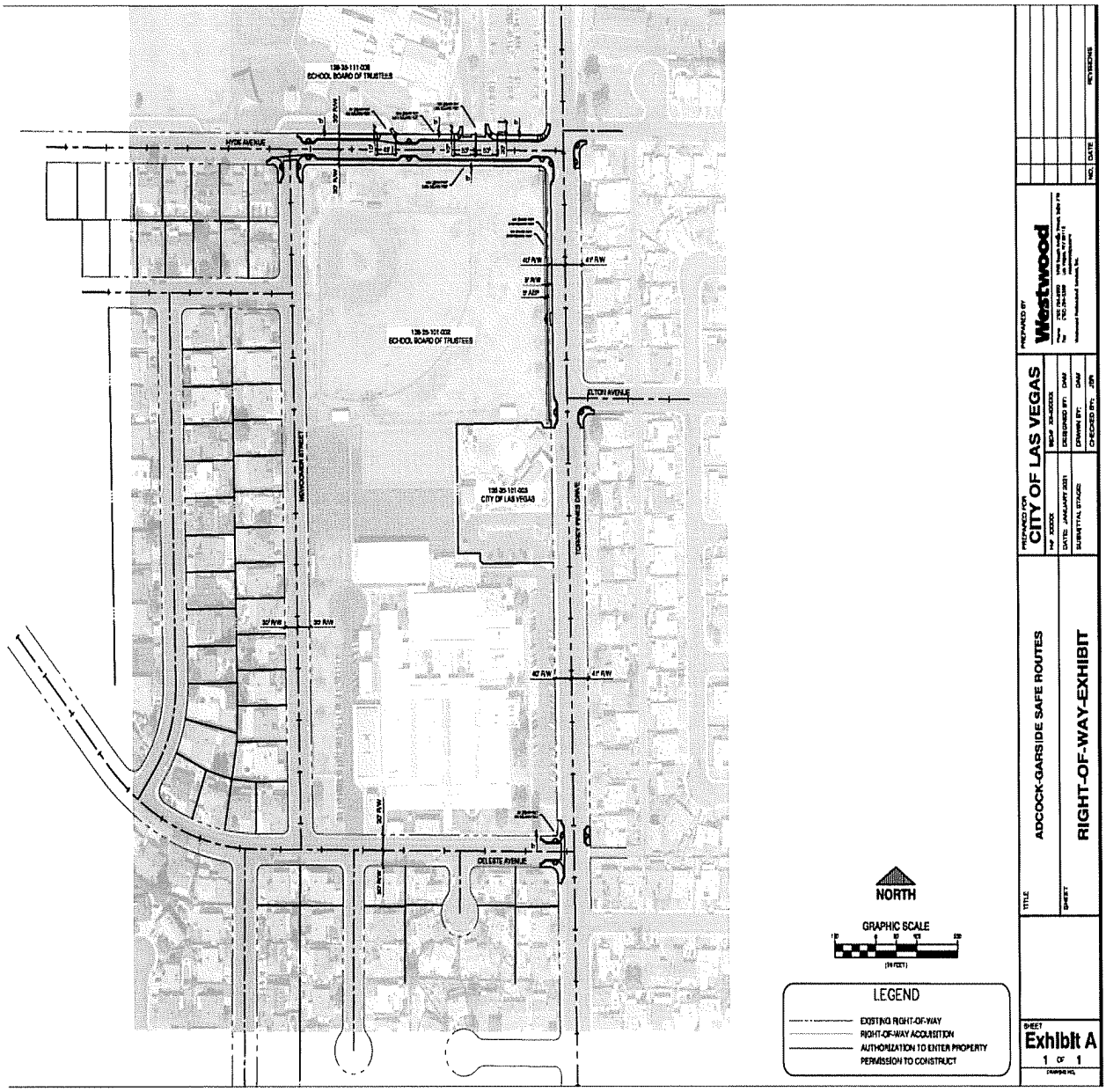
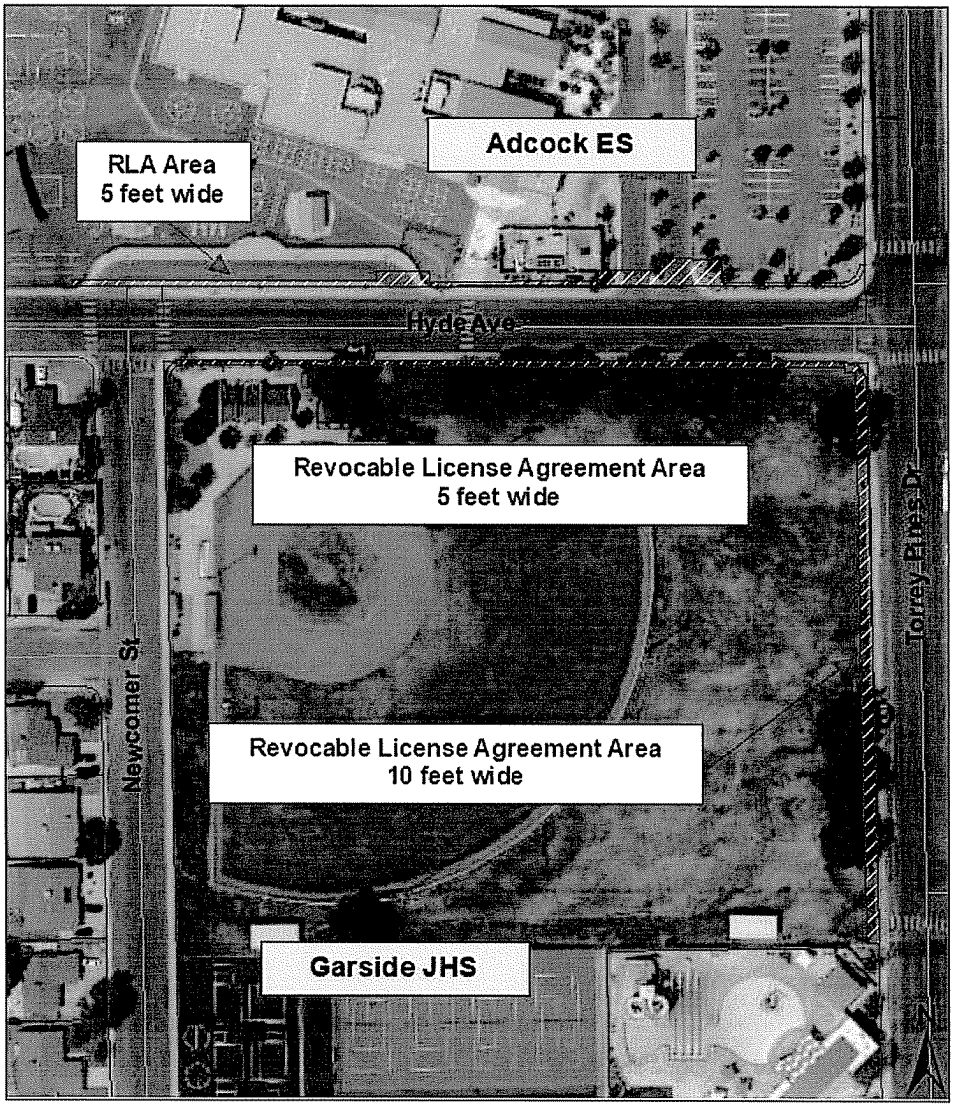

HYDE AVENUE
ELTON AVENUE
COLGATE AVENUE
MONTCLAIR STREET
TORREY PINES DRIVE
CITY OF LAS VEGAS
SCHOOL BOARD OF TRUSTEES
NORTH
GRAPHIC SCALE
LEGEND
EXISTING RIGHT-OF-WAY
RIGHT-OF-WAY ACQUISITION
AUTHORIZATION TO ENTER PROPERTY
PERMISSION TO CONSTRUCT
PREPARED FOR
CITY OF LAS VEGAS
PREPARED BY
Westwood
TITLE
ADCOCK-GARSIDE SAFE ROUTES
SHEET
RIGHT-OF-WAY-EXHIBIT
SHEET
Exhibit A
1 OF 1

Exhibit "C"




REVOCABLE LICENSE AGREEMENT
CITY OF LAS VEGAS
O. K. ADCOCK ELEMENTARY SCHOOL
FRANK F. GARSIDE JUNIOR HIGH SCHOOL

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**38**

**DEPARTMENT: Economic & Urban Development** **CONSENT**
**DIRECTOR: Bill Arent, Deputy**

**SUBJECT:**
RESOLUTIONS:

R-16-2021- For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA, Sung Na (Owner) and Level One Bar & Lounge (Tenant) located at 1410 South Main Street, (on a portion of APN 162-03-210-020), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 5 (RA-7-2021)]

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This is related to a Redevelopment item regarding assisting Level One Bar & Lounge with the cost of improvements to the property located at 1410 South Main Street, (on a portion of APN 162-03-210-020). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Resolution No. R-16-2021
2. Public Purpose-Impact Analysis Report
3. Site Map

**RESOLUTION NO.** R-16-2021

**RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND SUNG NA (AS OWNER) AND LEVEL ONE BAR & LOUNGE (AS TENANT AND CVIP PARTICIPANT) FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-210-020**

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, Sung Na, an individual, (the "OWNER") is the owner of real property and improvements located at and commonly known as 1410 S. Main Street, Las Vegas, NV 89104, with APN 162-03-210-020 (the "Site"); and

WHEREAS, Level One Bar & Lounge (the "CVIP PARTICIPANT") is a tenant of the Site , and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the CVIP PARTICIPANT_for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the CVIP PARTICIPANT and the OWNER for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2021 .

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

3-11-21
Date

# Exhibit A

## CITY OF LAS VEGAS REDEVELOPMENT AGENCY
## COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2021 , by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and Sung Na, an Individual (hereinafter referred to as the "Owner") and Level One Bar & Lounge, a Nevada limited liability company (hereinafter referred to as the "Tenant").

### Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment "1" and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Tenant has provided a 200% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and Tenant desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment "8" – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner and Tenant do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No.

3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrant that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "2", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner" and "Tenant", as used in this Agreement, include not only the Owner and Tenant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and Tenant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment "2", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty-Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency. In addition, Tenant shall have obtained and provided copies to Agency of all licenses and permits required for the operation of Tenant's business at the Property and Tenant's intended use of the Property, including, without limitation, any licenses required for the service of alcohol at the Property, as a precondition of the payment of the Purchase Price by the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment "3" and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment "4".

c. Agency shall pay Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Tenant for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Tenant. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment "4" attached hereto. Owner and/or Tenant agree that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner and/or Tenant breaches any of the obligations under this Section 3 or Attachment "4".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner and/or Tenant exercises the Option, the Agency agrees to sell and the Owner and/or Tenant agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule will be set out in Exhibit C of Attachment "3", attached hereto and incorporated herein when the purchase price is finally determined (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Tenant in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain three (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Tenant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and Tenant warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6-A" and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and Tenant or any principal member of Owner and Tenant. Throughout the term hereof, Owner and Tenant shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner and/or Tenant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Tenant agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

| | |
|---|---|
| If to the Agency: | City of Las Vegas Redevelopment Agency<br>495 S. Main Street, 6th Floor<br>Las Vegas, NV 89101 |
| If to the Owner: | Sung Na<br>Atten: Sung Na<br>6991 S Netherland Way, Aurora, CO 80016 |
| If to the Tenant: | Level One Bar & Lounge<br>Atten: Jimmy Smith<br>4952 S Rainbow Blvd, Las Vegas, NV 89118 |

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency, Owner and Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, Owner and Tenant.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2021 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Remainder of Page Left Blank

Date of Agency Approval:

_____, 2021

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

_____
Sung Na, an individual
"Owner"

APPROVED AS TO FORM:

Level One Bar & Lounge

_____
Counsel to the Agency Date

By: _____
Jimmy Smith, Manager
"Tenant"

## LIST OF ATTACHMENTS

| | |
|---|---|
| ATTACHMENT " 1 " | LEGAL DESCRIPTION OF THE PROPERTY |
| ATTACHMENT " 2 " | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST |
| ATTACHMENT " 3 " | FORM OF FAÇADE EASEMENT DEED |
| ATTACHMENT " 4 " | FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT |
| ATTACHMENT " 5 " | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ATTACHMENT "6-A " | DISCLOSURE OF PRINCIPALS – PROPERTY OWNER |
| ATTACHMENT "6-B" | DISCLOSURE OF PRINCIPALS - TENANT |
| ATTACHMENT " 7 " | PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN |
| ATTACHMENT "8" | VIP REAL PROPERTY OWNER CONSENT |

## ATTACHMENT 1

## LEGAL DESCRIPTION OF THE PROPERTY

Boulder Add, Plat Book 1 Page 52, Lot 11, Block 4
Also, commonly known as 1408 S. Main Street, Las Vegas, Nevada 89104-1120

## ATTACHMENT 2

# LEASEHOLD INTEREST

Copy of Lease By and Between

Sung Na (Lessor)

and

Level One Bar & Lounge (Lessee)

Is on file with the City of Las Vegas Redevelopment Agency

## EXHIBIT A
## of Attachment 2

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which Faces the East side of Main street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

**ATTACHMENT 3**

**FORM OF FACADE EASEMENT**

**APN: 162-03-210-020**

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

---

**FACADE EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Sung Na ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2021

Owner

_____
Sung Na, an individual

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN
Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Sung Na.

_____
Notary Public in and for said County and State

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

This instrument was acknowledged before me on the ____ day of _____, 2021 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

Boulder Add, Plat Book 1 Page 52, Lot 11, Block 4
Also, commonly known as 1408 S. Main Street, Las Vegas, Nevada 89104-1120

## EXHIBIT B

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which Faces the East side of Main street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

## EXHIBIT C

## FORM OF FACADE EASEMENT REPURCHASE PRICE

## AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $_____ (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

| | |
|---|---|
| Anytime during first year: | $_____ |
| Anytime during second year: | $_____ |
| Anytime during third year: | $_____ |
| Anytime during fourth year: | $_____ |
| Anytime during fifth year: | $_____ |
| After five full years from recordation of the Facade Easement Deed: | $0.00 |

**ATTACHMENT 4**

**FORM OF BUILDING FACADE MAINTENANCE AGREEMENT**

**APN: 162-03-210-020**

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

---

BUILDING FACADE MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made this ____ day of _____, 2021 , between Sung Na, an individual hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

**WHEREAS**, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1410 S Main Street, Las Vegas, NV 89104, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-03-210-020; and

**WHEREAS**, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

**WHEREAS,** Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, Faces the East side of Main street as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

**WHEREAS**, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

**WHEREAS**, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Sung Na
Atten.: Sung Na
6991 S Netherland Way, Aurora, CO 80016

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

    This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year set forth above.

Sung Na, an individual

_____ Date: _____
Sung Na

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Sung Na.

_____
Notary Public in and for said County and State

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

This instrument was acknowledged before me on the ____ day of _____, 2021 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

Boulder Add, Plat Book 1 Page 52, Lot 11, Block 4
Also, commonly known as 1408 S. Main Street, Las Vegas, Nevada 89104-1120

## EXHIBIT B

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which Faces the East side of Main street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

## ATTACHMENT 5

## SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

| | | |
|---|---|---|
| **1.** | **Paint Exterior** | **$14,375.00** |
| **2.** | **Iron Gate Installation** | **$10,108.50** |
| **3.** | **Signage** | **$6,200.00** |
| **4.** | **Electrical Related to Exterior** | **$8,500.00** |
| TOTAL ESTIMATED PROJECT COSTS | | $39,183.50 |
| **Estimated CVIP Grant** | | **$19,591.75** |

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

### Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

**ATTACHMENT "6-A"**

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

**VIP Contracting Entity Information**

Corporate Name: Sung-Mr

Mailing Address: 6991 S. Netherland Way, Aurora, CO 80016

Business Phone: 303)641-9787

Tax ID or Social Security Number: _____

**Ownership Interest**

Estate in Severalty ___X___ Tenancy in Common _____ Joint Tenancy _____

**Disclosure of Ownership/Principals:**

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

| Full Name & Title | Business Address | Business Phone |
|---|---|---|
| Sung-Mr (Owner) | 1410 S. Main St. | 303)641-9787 |
| | Las Vegas, NV 89104 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Additional Ownership/Principals**

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

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Page

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

### Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

### Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 1/27/2021

State of ~~Nevada~~ Colorado
County of Clark Arapahoe

DANA J MATLOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074002198
MY COMMISSION EXPIRES 01/17/2023

This instrument was acknowledged before me on Jan 27, 2021 (date) by Sung Il Na (name of person)

Dana J Matlock
Notary Public

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**ATTACHMENT "6-B"**

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

### VIP Contracting Entity Information

Corporate Name: Level ONE BAR & LOUNGE

Mailing Address: 1410 S. MAIN St, LAS VEGAS, NV 89104

Business Phone: 702 401 9501

Tax ID or Social Security Number: [redacted]

### Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company ___V___

Corporation _____

### Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

| Full Name & Title | Business Address | Business Phone |
|---|---|---|
| Jimmy Smith - owner | 1410 S. Main St<br>Las Vegas, NV 89104 | 702 665.4333 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

### Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

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## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - **BUSINESS**

### Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

### Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: January 26, 2021

State of Nevada
County of Clark

BAYLIE FRESQUEZ
Notary Public, State of Nevada
No. 20-3929-01
My Appt. Exp. Feb. 10, 2024

This instrument was acknowledged before me on JANUARY 26, 2021 (date) by JIMMIE SMITH (name of person)

Notary Public

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**ATTACHMENT "7"**

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

# VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA )
) ss:
COUNTY OF CLARK )

I, Jimmy Smith, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Level One Bail Bonds company duly organized in the State of Nevada as a LLC (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1118 S. main St. Las Vegas, NV 89101 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

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# VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

**Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.**

4. **Participant** hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___(initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 26TH day of January, 2021.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 26TH day of JANUARY, 2021, by JIMMIE SMITH.

NOTARY PUBLIC
My Commission Expires: FEB. 10, 2024

BAYLIE FRESQUEZ
Notary Public, State of Nevada
No. 20-3929-01
My Appt. Exp. Feb. 10, 2024

BAYLIE FRESQUEZ
Notary Public, State of Nevada
No. 20-3929-01
My Appt. Exp. Feb. 10, 2024

**ATTACHMENT "8"**

VIP REAL PROPERTY OWNER CONSENT

See Attached

## PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA )
) ss:
COUNTY OF CLARK )

I, Sung Da, owner and/or authorized representative of APN# 162-03-210-020 also commonly known as 410 S. Main St. Las Vegas, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Jimmy Jay Smith, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 1-12-2021 day of _____, _____.

Authorized Signature: Sung Da

SIGNED AND SWORN TO before me

this 12 day of January, 2021, by Sung Da.

NOTARY PUBLIC
My Commission Expires:

FLOYD GUTIERREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014014406
MY COMMISSION EXPIRES 05/08/21

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Public Purpose/Impact Analysis Report
NRS 279.486

## City Council/Redevelopment Agency Meeting
April 7, 2021

**Title of Project:** Commercial Visual Improvement Program

**Sponsor/Developer:** Level One Bar & Lounge

**Address of Project:** 1410 South Main Street, Las Vegas, NV 89104

**Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.**

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - COMMERCIAL VISUAL IMPROVEMENT AND GRANT OF FAÇADE EASEMENT

**Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.**

N/A

**Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?**

N/A

**Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.**

N/A

**Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:**

The building is old and is a redeveloping area. The improvements will help enhance the building and attract new business into the area.

**What is the amount of Private Investment and who is providing it?**

Approximately $39,183.50 – Level One Bar & Lounge – Personal Funds

**What is the amount of Public Investment and who is providing it?**

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

**How many Direct Jobs will be Created?** 7 full-time and 6 part-time

**How many Indirect Jobs will be Created?** 8 construction jobs

**How many Direct Jobs will be Retained?** 3

**Quantitative Economic Benefits:**

$39,183.50. Labor and materials will be expended in the Redevelopment Area during construction on this project.

**Total Direct Economic Impact:**

Over $39,183.50 in new construction and façade improvements will be spent for this project.

**Total Indirect Economic Impact:**

N/A

| | | |
|---|---|---|
| Economic Impact Study Performed: | Yes ☐ | No ☒ |
| Return on Investment Analysis Performed: | Yes ☐ | No ☒ |

**Site Map**
**1410 S. Main Street**



# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**39**

**DEPARTMENT: Economic & Urban Development** **CONSENT**
**DIRECTOR: Bill Arent, Deputy**

**SUBJECT:**
RESOLUTIONS:

R-17-2021- For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Keith Resnick (Owner) located at 730 South 9th Street (APN 139-34-810-073), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 6 (RA-8-2021)]

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This is related to a Redevelopment item regarding assisting Keith Resnick with the cost of improvements to the property located at 730 South 9th Street (APN 139-34-810-073). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Resolution No. R-17-2021
2. Public Purpose-Impact Analysis Report
3. Site Map

**RESOLUTION NO.** R-17-2021

**RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND KEITH RESNICK. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-810-073**

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, Keith Resnick (the "OWNER") the owner of real property and improvements located at 730 South 9th Street, and which parcel is commonly known as APN 139-34-810-073 (the "Site"); and

WHEREAS, Keith Resnick (the "CVIP PARTICIPANT") is the owner of the real property located at 730 South 9th Street, and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Keith Resnick for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2021.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

_____
Counsel to City Date

RESOLUTION NO. R-__-2021
RDA VIP AGREEMENT

RDA/CC MTG _____2021
RDA ITEM #____ CC ITEM#____

# EXHIBIT A

## CITY OF LAS VEGAS REDEVELOPMENT AGENCY
## COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2021, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and Keith Resnick, an individual (hereinafter referred to as the "Owner").

### Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "2", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment "2", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form

attached hereto as Attachment "3" and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment "4".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment "4" attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment "4".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment "3", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6-A" and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar

days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

| | |
|---|---|
| If to the Agency: | City of Las Vegas Redevelopment Agency<br>495 S. Main Street, 6th Floor<br>Las Vegas, NV 89101 |
| If to the Owner: | Keith Resnick<br>Atten.: Keith Resnick<br>3540 W Sahara Avenue #182, Las Vegas, NV 89102 |

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2021 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2021.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR

ATTEST:

_____
LuAnn D. Homes. MMC Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

OWNER:

_____
Keith Resnick, an individual

## LIST OF ATTACHMENTS

| | |
|---|---|
| ATTACHMENT "1" | LEGAL DESCRIPTION OF THE PROPERTY |
| ATTACHMENT "2" | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST |
| ATTACHMENT "3 " | FORM OF FAÇADE EASEMENT |
| ATTACHMENT "4" | FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT |
| ATTACHMENT "5" | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ATTACHMENT "6-A " | DISCLOSURE OF PRINCIPALS – PROPERTY OWNER |
| ATTACHMENT "6-B" | DISCLOSURE OF PRINCIPALS – BUSINESS |
| ATTACHMENT "7" | PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN |
| ATTACHMENT "8" | VIP REAL PROPERTY OWNER CONSENT |

## ATTACHMENT 1

## LEGAL DESCRIPTION OF THE PROPERTY

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Fourteen (14) of Wardie Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder, Clark County, Nevada.

## ATTACHMENT 2

## PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20190510-0003236
Fees: $40.00
RPTT: $2907.00 Ex #:
05/10/2019 03:17:59 PM
Receipt #: 3708103
Requestor:
DRIGGS TITLE AGENCY INC.
Recorded By: TAH Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-34-810-073

RECORDING REQUESTED BY
DRIGGS TITLE AGENCY, INC.
WHEN RECORDED RETURN TO AND
MAIL TAX BILL TO:

Keith Resnick
3540 W Sahara #182
Las Vegas, NV 89102

Escrow No. 19-04-117394KW

# GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH:

That Deer Springs, LLC,

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Keith Resnick, a married man as his sole and separate property

All that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

SUBJECT TO:

1. Taxes paid current, rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS my hand this 29th day of April, 2019.

Deer Springs, LLC

BY: Marianne Olivia Barney
Marianne Olivia Barney, Manager

State of NEVADA }
} SS:
County of CLARK }

On 4/29/19, before me the undersigned Notary Public, personally appeared Marianne Olivia Barney, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ My Commission Expires: 11/18/21

KYLE A. WALLACE
Notary Public
State of Nevada
Appt. No. 17-3981-1
My Appt. Expires Nov. 18, 2021

Escrow No.: 19-04-117394KW

APN: 139-34-810-073

## Exhibit "A"

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Fourteen (14) of Wardle Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder, Clark County, Nevada.

**EXHIBIT A**
**of Attachment 2**

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which Faces the south side of Gass Ave. as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

**ATTACHMENT 3**

**FORM OF FACADE EASEMENT**

**APN: 139-34-810-073**

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

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## FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Keith Resnick ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor

and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2021.

GRANTOR:

_____
Keith Resnick, an individual

ACCEPTED AND AGREED TO:

GRANTEE:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN
Chair

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Keith Resnick as Owner of 730 South 9th Street.

_____
Notary Public in and for said County and State

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

This instrument was acknowledged before me on the ____ day of _____, 2021 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Fourteen (14) of Wardie Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder, Clark County, Nevada.

## EXHIBIT B

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which Faces the south side of Gass Ave. as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

## EXHIBIT C

## FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

| | |
|---|---|
| Anytime during first year: | $25,000.00 |
| Anytime during second year: | $20,000.00 |
| Anytime during third year: | $15,000.00 |
| Anytime during fourth year: | $10,000.00 |
| Anytime during fifth year: | $5,000.00 |
| After five full years from recordation of the Facade Easement Deed: | $0.00 |

**ATTACHMENT 4**

**FORM OF BUILDING FACADE MAINTENANCE AGREEMENT**

**APN: 139-34-810-073**

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

---

BUILDING FACADE MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made this ____ day of _____, 2021, between Keith Resnick, an individual, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

**WHEREAS**, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 730 South 9th Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-34-810-073; and

**WHEREAS**, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

**WHEREAS,** Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which Faces the south side of Gass Ave. as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the

Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

**WHEREAS**, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

**WHEREAS**, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Keith Resnick
Atten.: Keith Resnick
3540 W Sahara Avenue #182, Las Vegas, NV 89102

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

    This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year set forth above.

_____
KEITH RESNICK, OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Keith Resnick as Owner of Keith Resnick.

_____
Notary Public in and for said County and State

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

This instrument was acknowledged before me on the ____ day of _____, 2021 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Fourteen (14) of Wardie Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder, Clark County, Nevada.

## EXHIBIT B

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which Faces the south side of Gass Ave. as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

## ATTACHMENT 5

## SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

| | | |
|---|---|---|
| **1.** | **Stucco Repair and Paint** | **$8,695.00** |
| **2.** | **Iron Railing and Gates** | **$21,600.00** |
| **3.** | **Windows** | **$7,535.00** |
| **4.** | **Landscape and Parking Surfaces** | **$34,696.00** |
| **5.** | **Signs** | **$10,777.00** |
| TOTAL ESTIMATED PROJECT COSTS | | $83,303.00 |
| **Estimated CVIP Grant** | | **$25,000.00** |

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

**Schedule of Improvements**

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

# VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

## VIP Contracting Entity Information

Corporate Name: Keith Resnick

Mailing Address: 3540 W. Sahara Avenue #182, Las Vegas, NV 89102

Business Phone: 702-862-8141

Tax ID or Social Security Number: [redacted]

## Ownership Interest

Estate in Severalty X Tenancy in Common _____ Joint Tenancy _____

## Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

| Full Name & Title | Business Address | Business Phone |
|---|---|---|
| Keith Resnick/Owner | 3540 W. Sahara, LV, NV 89102 | 702-862-8141 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

## Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

6

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

### Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

### Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 11-30-20

State of Nevada
County of Clark

This instrument was acknowledged before me on November 30th 2020 (date) by Keith Resnick (name of person)

CORREY FERRANTE
Notary Public, State of Nevada
Appointment No. 11-6191-1
My Appt. Expires Dec 28, 2023

_____
Notary Public

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

# VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

## VIP Contracting Entity Information

Corporate Name: Keith Resnick

Mailing Address: 3540 W. Sahara Avenue #182, Las Vegas, NV 89102

Business Phone: 702-862-8141

Tax ID or Social Security Number: [redacted]

## Type of Business

Sole Proprietor X _____ Partnership _____ Limited Liability Company _____

Corporation _____

## Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

| Full Name & Title | Business Address | Business Phone |
|---|---|---|
| Keith Resnick/Owner | 3540 W. Sahara, LV, NV 89102 | 702-862-8141 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

## Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

8

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - **BUSINESS**

### Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

### Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 11-30-20

State of Nevada
County of Clark

This instrument was acknowledged before me on November 30th 2020 (date) by Keith Resnick (name of person)

CORREY FERRANTE
Notary Public, State of Nevada
Appointment No. 11-6391-1
My Appt. Expires Dec 28, 2023

_____
Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

# VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Keith Resnick, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Keith Resnick, a company duly organized in the State of Nevada as a Sole Proprietorship, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 820 Gass Avenue & 730 9th Street ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☑ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☑ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☑ or

   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☑

10

# VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. KR (Initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. KR (Initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. KR (Initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. KR (Initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 30th day of November, 2020.

Authorized Signature: [signature]

SIGNED AND SWORN TO before me

this 30th day of November, 2020, by Keith Resnicks.

[signature]
NOTARY PUBLIC
My Commission Expires: 12/28/2023

CORREY FERRANTE
Notary Public, State of Nevada
Appointment No. 11-6391-1
My Appt. Expires Dec 28, 2023

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

# VIP PARTICIPANT **REAL PROPERTY OWNER CONSENT**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Keith Resnick, owner and/or authorized representative of APN# 139-34-810-073 also commonly known as Keith Resnick, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Keith Resnick, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 30th day of November, 2020.

Authorized Signature: KR

SIGNED AND SWORN TO before me

this 30th day of November, 2020, by Keith Resnick

NOTARY PUBLIC
My Commission Expires: 12/28/2023

CORREY FERRANTI
Notary Public, State of Nevada
Appointment No. 11-6391-1
My Appt. Expires Dec 28, 2023

Public Purpose/Impact Analysis Report
NRS 279.486

## City Council/Redevelopment Agency Meeting
April 7, 2021

**Title of Project:** Commercial Visual Improvement Program

**Sponsor/Developer:** Keith Resnick

**Address of Project:** 730 S. 9th Street, Las Vegas, NV 89101

**Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.**

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - COMMERCIAL VISUAL IMPROVEMENT AND GRANT OF FAÇADE EASEMENT

**Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.**

N/A

**Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?**

N/A

**Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.**

N/A

**Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:**

The building was outdated and in an unusable state. The plan is to repair and paint the stucco, install iron railings and gates, update the windows, update the landscape and parking, and install new signage.

**What is the amount of Private Investment and who is providing it?**

Approximately $83,303 – Keith Resnick Owner Equity

**What is the amount of Public Investment and who is providing it?**

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

**How many Direct Jobs will be Created?** 2 full-time and 5 contract

**How many Indirect Jobs will be Created?** 20 construction jobs

**How many Direct Jobs will be Retained?** 1

**Quantitative Economic Benefits:**

$83,303 in labor and materials will be expended in the Redevelopment Area during demolition, remodeling and construction of the project.

**Total Direct Economic Impact:**

Over $83,303 in new construction and façade improvements will be spent for this project.

**Total Indirect Economic Impact:**

N/A

| | | |
|---|---|---|
| Economic Impact Study Performed: | Yes ☐ | No ☒ |
| Return on Investment Analysis Performed: | Yes ☐ | No ☒ |

# Site Map

730 S. 9th Street



# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**40**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
Public hearing on local improvement district for Special Improvement District (SID) No. 1485 - Alta Drive (Landscape Maintenance - FY2022) - Ward 1 (Knudsen)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2021 through June 30, 2022 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

**RECOMMENDATION:**
Public hearing only; no action required.

**BACKUP DOCUMENTATION:**
1. Public Hearing Notice for SID No. 1485

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2022)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2021-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2022) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 3, 2021, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 7, 2021, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, April 1, 2021, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to

time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than April 1, 2021, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 3, 2021.

LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**41**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
Public hearing on local improvement district for Special Improvement District (SID) No. 1516 - Fremont Street Maintenance District FY2022 (Las Vegas Boulevard to 8th Street) - Ward 3 (Diaz)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Neighborhood Improvement Project. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

**RECOMMENDATION:**
Public hearing only; no action required.

**BACKUP DOCUMENTATION:**
1. Public Hearing Notice for SID No. 1516

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2022 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2021-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2022 (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 3, 2021, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0; and c) back street frontage (Ogden Avenue and Carson Avenue) will be weighted at 0.75. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 7, 2021, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, April 1, 2021, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than April 1, 2021, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 3, 2021.

LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**42**

**DEPARTMENT: City Manager** **DISCUSSION**
**DIRECTOR: Jorge Cervantes**

**SUBJECT:**
ADMINISTRATIVE:

Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new one-year collective bargaining agreement between the International Association of Fire Fighters Local 1285 (IAFF) and the City of Las Vegas ($1,999,054 - General Fund)

**FISCAL IMPACT:**
Budget Funds Available
Amount: $1,999,054
Funding Source: General Fund
Dept./Division: Fire and Rescue

**PURPOSE/BACKGROUND:**
Senior City Management and IAFF leadership have reached a tentative agreement on a one-year collective bargaining agreement. In accordance with NRS288.153, the agreement is being brought forward for Council consideration and approval. The new agreement will be in effect from July 1, 2021 to June 30, 2022.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. IAFF Non Supervisory Contract 2021-2022, Revised
2. IAFF Supervisory Contract 2021-2022, Revised
3. IAFF Cost Estimate
4. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

**AN AGREEMENT BETWEEN**
**THE CITY OF LAS VEGAS, NEVADA**
**AND THE**
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285**
**NON-SUPERVISORY**
**JULY 01, 2021 TO JUNE 30, 2022**

## PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable, and peaceful labor relations between the City and its employees; and

WHEREAS, the parties have reached an understanding governing the conditions of employment which shall prevail;

NOW, THEREFORE, the parties do agree as follows:

## ARTICLE 1 – RECOGNITION

A. The City of Las Vegas (hereinafter called the "City") recognizes the International Association of Firefighters, Local No. 1285, (hereinafter called the "Union") as the exclusive bargaining agent for the Fire Department employees listed below for the purpose of collective bargaining as set forth in Nevada Revised Statutes (NRS), Chapter 288.

B. Persons in the following classifications are included within the Non-Supervisory bargaining unit.

Assistant Fire Protection Engineer
Chief Communications Specialist
Communications Quality Improvement Coordinator
Communications Specialist
**Communications Specialist Supervisor**

EMS Educator
EMS Field Coordinator
EMS Quality Improvement Coordinator
Fire Captain
**Fire Communications Nurse**
Fire Communications Technician I/II
Fire Communications Training **Specialist**
Fire Engineer
Fire Equipment Mechanic Foreman
Fire Equipment Mechanic I/II/III
Fire Equipment Service Technician
**Fire Fleet Supervisor**
**Fire Investigations Captain**
**Fire Investigator/Fire Investigations Lieutenant**
~~**Fire Investigator I/II**~~
Fire Prevention Inspector Supervisor
Fire Prevention Inspector I/II
Fire Training Officer
Fire Training Specialist
Firefighter
Firefighter/Paramedic
Firefighter/Rescueman*
Firefighter Trainee
**Hydrant Technician**
~~**Public Fire Education Officer**~~
~~**Senior Communications Specialist**~~
~~**Senior Fire Investigator**~~

## ARTICLE 2 - NON-DISCRIMINATION

A. The City and the Union agree not to discriminate against any member for his/her activity on behalf of, or membership in, the Union.

B. It is further agreed that the City and the Union will comply with all applicable Federal and Nevada state laws and executive orders pertaining to non-discrimination and equal employment opportunity.

## ARTICLE 3 - EMPLOYEE RIGHTS

A. The City and the Union agree that employees eligible for membership in the Union shall have the right to freely join, resign from, and/or assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the

management of the Union during non-work hours in the capacity of a Union officer or representative. However, it is understood that the Union President may work on Union business during station standby time.

B. There will be no change in any matter covered by this Agreement without the mutual consent of the parties.

C. There will be no change in any matter within the scope of bargaining without negotiations as required by NRS 288.

D. Nothing in this Article shall abrogate or diminish the rights of the City under the Management Rights Article of this Agreement.

## ARTICLE 4 - CITY MANAGEMENT RIGHTS

A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations (except as modified by the terms of this Agreement) include:

1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
2. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (t) of Subsection 2 of NRS 288.150.
3. The right to determine:
    a. Appropriate staffing levels and work performance standards except for safety considerations;
    b. The content of the workday, including without limitation workload factors, except for safety consideration;
    c. The quality and quantity of services to be offered the public;
    d. The means and methods of offering those services.
4. Safety of the public.

B. Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

## ARTICLE 5 - UNION BUSINESS LEAVE

A. Effective July 14, 2009, the Union shall be authorized one hundred twenty (120), twenty-four (24) hour shifts of administrative leave annually. If utilizing shifts less than a 24 hour shift, those shifts will be counted hour for hour to fill a 24 hour shift. (Example: 3 eight hour shifts = one 24 hour shift). If the Union has not totally expended these 120 shifts of leave, they will be rolled over July 1 of every successive year. These rollover hours will not exceed a 240 shift maximum accrual. This paid administrative leave may be used by eligible members for official union business as defined by IAFF Local 1285. Any employee approved for the use of administrative leave by the Union must follow all Las Vegas Fire and Rescue Rules, Regulations and Standard Operating Procedures for requesting approval for leave from duty. Those employees and department supervisors will also be responsible for properly executing all payroll and time and attendance records related to the use of administrative leave.

B. In addition, three members of the Union Negotiating Committee may be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

C. Two members of the Union Grievance Committee may be granted leave from duty for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

D. Whenever department strength permits, Union officials, or their designated representatives, may be granted leave from duty with or without pay for any reasonable and just cause as may be determined and granted by the Fire Chief.

E. Pursuant to NRS 288.225, which applies to Collective Bargaining Agreements renewed, extended or succeeded by a new agreement after June 1, 2015, a local government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter. The full cost of leave time granted to the Union herein has been offset by the value of concessions made by the Association in the Negotiations of this Agreement in 2016. Specifically, predecessor Collective Bargaining Agreements between the parties provided that the City would contribute on a bi-weekly basis an amount of $45 per employee to the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT, with an understanding and practice that this money would be used to fund a Retiree Premium Subsidy Program. During negotiations of this agreement in 2016, the parties agreed that this bi-weekly

payment of $45 per employee will be replaced by a 0.65% base wage increase, beginning on September 1, 2016, as provided for in Article 22. It is believed that this change will result in a reduced cost to the City of Las Vegas. The amount of that reduction represents a concession made by the Union, the value of which offsets the full amount of union business leave.

## ARTICLE 6 - DUES AND OTHER PAYROLL DEDUCTIONS

A. The City agrees to deduct from and reflect on the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as the employee should designate as his/her Union dues and so certified by the Treasurer of the Union. Such funds shall be remitted by the City to the Treasurer of the Union within thirty (30) days after such deductions.

B. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and all other forms of liability which shall arise out of or by reason of action taken (or not taken) by the City at the written request of the Treasurer of the Union under the provisions of Section A above.

C. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during a period of twenty (20) days each year ending October 20. Such provision will appear on the Membership Application and Dues Deduction Authorization Card. If dues deduction authorization is not revoked during such period, it shall continue for the balance of the contract year or upon termination of employment.

D. Upon written authorization to the City from an employee, the City agrees to deduct on a regular basis from the wages of said employee such sums as he may specify for United Way, I.A.F.F Local 1285 Insurance Trust, any financial institutions or Credit Unions authorized under the City's Automatic Payroll Deduction Program and other miscellaneous deductions agreed upon by the City and the Union. The employees' authorization for the deductions in Paragraph D are revocable at the will of the employee, as provided by law, and may be terminated at any time by the employee by giving appropriate written notice to the City and the Union, where appropriate, or upon termination of employment.

## ARTICLE 7 - NO STRIKES

A. The Union agrees that there shall be no strikes under any circumstances. The members of the Union shall continue to furnish efficient service within all areas of assigned responsibility.

B. For the purpose of this Agreement, the meaning of the word "strike" shall be stoppage of work, slowdown or interruption of operations, or absence from work upon any pretext or excuse, such as illness, which is not founded in fact.

## ARTICLE 8 - BULLETIN BOARDS

A. The City shall provide space for Union bulletin boards of the agreed size, to be located in the respective Fire Department buildings and to be used by the Union for the posting of notices of a responsible and reasonable nature concerning Union business and Union activities. The Union may also post notices onto the designated City computer site. A copy of all material to be posted will be sent to the Fire Chief and/or his/her representative at the time of posting. The material referred to is such items as meeting notices, election results, etc.

B. The Union shall monitor the bulletin boards on a quarterly basis and remove any and all outdated material.

## ARTICLE 9 - RULES AND REGULATIONS

A. The City may adopt and amend Fire Department Rules and Regulations consistent with NRS and this Agreement. These shall be the rules by which the City administers the Fire Department and to which all employees covered by this Agreement are bound.

B. The City and the Union further recognize that the matters covered by the Fire Department Rules and Regulations include subject matter which is subject and which is not subject to mandatory bargaining under the provisions of NRS 288. The City and the Union also recognize that these Fire Department Rules and Regulations are subject to change by the Fire Chief, or his designee, in accordance with the procedure specified below.

C. The City and Union recognize and understand that the Fire Department Rules and Regulations are general in nature and shall not be considered as all-inclusive. No inference will be drawn from the absence of a rule in the Fire Department Rules and Regulations.

D. The procedure for changing Fire Department Rules and Regulations will be as follows:

1. Except in the event of an emergency, no rule, regulation nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of ten (10) consecutive days.
2. The City or the Union may request meetings to discuss their views relative to work rules and proposed changes therein. Except in the case of an emergency, said meetings shall be convened prior to the implementation of the rule, regulation, amendment or cancellation.

3. The Fire Chief will issue a written response to all questions raised by the Union. The Union will do the same. These responses are due within three (3) days of the meeting with copies to the City Manager.
4. When the City and the Union are involved with contract negotiations, rules and regulations may be changed as part of that negotiating process.

E. Any dispute arising between the City and the Union concerning any proposed or implemented modification or interpretation of the Fire Department Rules and Regulations shall be subject to the provisions of the Grievance Procedure, including arbitration, in this Contract.

F. Any dispute as to whether or not the subject matter of a proposed or adopted rule or regulation is a mandatory subject of bargaining shall be submitted to the Local Government Employee-Management Relations Board in accordance with procedures outlined by the rules of that Board and NRS 288 prior to it being submitted to arbitration.

G. Except in the event of an emergency no disputed rule will go into effect prior to settlement of the dispute or arbitration award, whichever is earliest.

H. The parties agree that the Fire Department shall have a copy of the current Fire Department Rules and Regulations at each work location. The City will also provide a copy of the current Fire Department Rules and Regulations to any Bargaining Unit member upon request.

I. All operational directives, bulletins, policy procedures, operational notices, memos, and other material relating to the Fire Department Standard Operating Procedures (SOP) shall be issued, and/or made available on computer, in an indexed manual format with pages consecutively numbered, with the date of issue and effective date. The SOP Manual, and/or computer file, shall be updated as required. Any changes to the SOP Manual, and/or computer file, shall be issued to the Union thirty (30) calendar days prior to the proposed change. The Union may request that a specific change to the SOPs be submitted as a Rule and Regulation ten (10) days prior to the proposed change. If such a request is made, that SOP change shall be subject to the procedure outlined in Paragraphs D, E, and F of this Article. The Fire Chief shall provide a copy of the SOP Manual and/or computer access to the SOP computer file and all changes to the manual and/or computer file at each work location, three copies to the Union, two copies to the Human Resources Department, and one copy to the City Manager's Office. In addition, if available, the Chief shall provide computer access to the SOP computer file at each work location.

J. Positive Discipline
The City and the Union agree to follow the Fire Department Positive Discipline Program and Procedures as established by the parties. Changes to the Positive Discipline Program and Procedures shall be accomplished in accordance with Paragraphs D, E, F and G of this

Article. Once probation is successfully completed, an employee may only be disciplined for just cause, in accordance with the positive discipline manual.

## ARTICLE 10 - GRIEVANCE PROCEDURE

A. The Employer and the Union agree that any grievance or dispute which may arise between the parties concerning the interpretation and the application of the expressed provisions of this Agreement shall be settled in the manner shown below. If a dispute involves an established past practice within the Fire Department that would be mandatorily negotiable under the provisions of NRS 288.150, that is not expressly provided for in the provisions of this Agreement, such a dispute may be submitted for resolution as a grievance. In such a case, the dispute shall be processed in the normal fashion to the arbitrator step. The arbitrator selected, if any, shall then first rule on the negotiability of the issue and whether or not the issue was a past practice. If the arbitrator rules the dispute to be arbitrable, the same arbitrator shall hear the merits of the underlying grievance. Actions taken for discharge and/or disciplinary reasons, should a dispute arise, shall be settled through this grievance procedure, beginning at the second step.

B. The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, as long as the action is consistent with applicable state and federal law. Nothing in this Agreement interferes in any way with the City's right to discharge or discipline any employee prior to the successful completion of an initial probationary period. Further, it is expressly agreed that this grievance procedure is not applicable to actions taken for discharge and/or discipline of an employee who has not successfully completed an initial probationary period with the City.

C. The parties agree that a formal grievance shall start when it is a counseling, reprimand or above reduced to writing and presented to the Deputy Chief for resolution. Any informal resolution made by the immediate supervisor, before the grievance is presented to the Deputy Chief, is subject to further review and may be overruled by the Fire Chief. The Department will not discipline an immediate supervisor for any attempt to resolve the matter informally.

D. The matter should first be discussed orally with the employee's immediate supervisor within five (5) calendar days of the occurrence, or the employee having knowledge of the occurrence, of the violation of this Agreement.

1. (Step 1) In the event the matter is not or cannot be resolved to the satisfaction of the employee, by oral discussion with the immediate supervisor, the aggrieved employee shall file a grievance in writing and shall present the written grievance to the aggrieved employee's Deputy Chief, with copies to

his/her immediate supervisor, and to the Union within ten (10) calendar days of the occurrence giving rise to the grievance, or ten (10) calendar days of the employee's actual knowledge of the occurrence. Failure on the part of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude the aggrieved employee from further processing the grievance as provided in Sections 2 through 8 below. The Deputy Chief shall investigate the grievance and respond in writing within seven (7) calendar days of receipt. The employee may meet personally with the Deputy Chief upon request. If a grievant, who is not represented by the Union, requests a meeting, the Deputy Chief will notify the Union four (4) calendar days prior to the meeting and permit the representative to attend. If the Deputy Chief fails to respond within the time limits, the grievance shall proceed to the next step of the grievance procedure.

2. (Step 2) If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 1 above, the aggrieved employee shall, within ten (10) calendar days of receipt of the grievance from the Deputy Chief, or the date when his/her response to the grievance was due, present to the Fire Chief a copy of the written grievance. If the Deputy Chief has not answered the grievance, the grievance shall be deemed to have been delivered to the Fire Chief on the date the Deputy Chief's answer was due. If the Deputy Chief did answer the grievance, a failure on the part of the aggrieved employee to present the grievance, in a timely manner in accordance with the provisions of this Section, shall be deemed an abandonment of the grievance and preclude the aggrieved employee from further processing the grievance as provided in Sections 3 through 8. The Fire Chief, or the Acting Fire Chief, shall investigate the grievance and respond in writing within fifteen (15) calendar days of its receipt. The employee may meet personally with the Fire Chief, or the Acting Fire Chief, upon request. If a grievant, who is not represented by the Union, requests a meeting, the Chief will notify the Union one (1) week prior to the meeting and permit its representatives to attend. If the Fire Chief fails to respond within the required time limits, the grievance shall proceed to the next step.

3. (Step 3) If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 2 above, the aggrieved employee shall, within fifteen (15) calendar days after receipt of the written response by the Fire Chief, present to the City Manager a copy of his/her grievance as provided in Sections 1 and 2 above. If the Fire Chief has not answered the grievance, the grievance shall be deemed to have been delivered to the City Manager on the date that it was due from the Fire Chief. The City Manager, or his/her representative, shall investigate the grievance and respond in writing within fifteen (15) calendar days of its receipt. The grievant may meet personally with the City Manager, or his/her representative, upon

request. If a grievant, who is not represented by the Union, requests a meeting, the City Manager will notify the Union one (1) week prior to the meeting, and permit its representatives to attend.

4. If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 3 above, the aggrieved employee may, within fifteen (15) calendar days of the receipt of the City Manager's answer to his/her grievance or within fifteen (15) calendar days of when the answer was due, request that the matter be submitted to final and binding arbitration by written notification to the Director of Human Resources. Failure on the part of the aggrieved employee to do so shall be deemed to be an abandonment of the grievance and shall preclude the grievance from any further consideration. The representatives of the parties shall meet for the purpose of selecting an impartial arbitrator within ten (10) days from the date of notification by the aggrieved employee that the matter is to be submitted to binding arbitration. If the parties are unable to agree on an impartial arbitrator within that ten-day period, the parties, or a party acting jointly or separately, shall request the American Arbitration Association to submit a panel of seven arbitrators. To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternately strike one name each, with the last remaining name becoming the arbitrator. The party seeking arbitration shall strike the first name. The parties must meet to strike names within ten (10) days of receipt of the list of arbitrators from the American Arbitration Association.

5. Any dispute, claim or grievance submitted to final and binding arbitration under the provisions of this Article shall be in accordance with the voluntary labor arbitration rules of the American Arbitration Association. All costs for the arbitration services shall be shared equally by both parties to the arbitration. Any party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own costs of preparing their case, attorney fees, witness fees, and any other expense they incur individually.

6. Whenever any grievance is submitted in writing, it shall be distributed as follows by the aggrieved: (1) Deputy Chief; (2) Director of Human Resources; (3) President of the Union; and (4) employee's copy.

7. The time limits specified in Paragraphs 1 through 4 may be extended by written agreement of the grievant or his/her representative and the City’s authorized representatives at that step of the grievance process.

8. In computing any period of time described or allowed in the grievance procedure, the day of the act, event, or default from which the designated

period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

9. The aggrieved employee shall have the right to be represented by members of the Union or its attorney at all levels of the grievance procedure, except during the initial consultation with the employee's immediate supervisor specified in Paragraph D of this Grievance Procedure. The employee shall be present, except in the event of an emergency. The employee retains the right to proceed on their own behalf without the representation by the Union, and shall have the right to be represented by licensed Nevada legal counsel at all levels of the grievance procedure. If the Union is not the employee's representative, the appropriate Union representative shall be afforded the opportunity to be present at any discussions between the employer and the employee wherein settlement of the grievance is discussed. Settlements reached shall not be inconsistent with the provisions of this Agreement. The Union must expressly agree to any proposed settlement of a grievance. Should the Union believe that a proposed settlement made by an individual employee and the City is inconsistent with the provisions of this Agreement, the employee or the Union can request the matter proceed to the next level of this procedure; all normal timelines shall apply. In those cases where the Union has declined to agree to a proposed settlement and the matter proceeds to a next step, both the employee and the Union shall be afforded party status.

10. The Union shall provide the Director of Human Resources with a list of names of all persons authorized to act on behalf of the Union, and shall also provide the Director of Human Resources with written notification of any changes to such list within ten (10) days of said change.

11. "Day" shall be defined as calendar day.

E. If a grievance is filed regarding a disciplinary matter, the City shall provide to the Union, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employment personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.
The Union or the City may also make a request for the production of additional documents, recordings, and/or other evidence that are related to a grievance. The request shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

## ARTICLE 11 - PERSONNEL REDUCTION

A. The City and the Union agree that a reduction in force of personnel, as it pertains to employees in positions of an indefinite duration which are abolished and which are covered by the provisions of this Agreement, shall be as follows:

1. Competition for retention shall be limited to employees holding positions in those classifications.
2. Competition for retention in employment in classification and position shall be based on seniority of service within that classification and position with the City. The order of reduction in force within a classification shall be:
   a. Temporary employees
   b. Probationary employees
   c. Regular employees in reverse order of their seniority within a classification
3. All personnel who are affected by a reduction in force shall have the right to receive a reduction in classification and position to a lower classification/position that they are qualified to fill through previous service in that classification/position.
4. All personnel involved in a reduction in a classification and position shall have the opportunity to return to the position from which the employee was reduced before any other person shall be promoted to that position in that same classification and position.
5. Any employee terminated under the provisions of this Article shall have the opportunity to return to work before any new employee is hired. Previous employees shall be notified via email and telephone and shall respond within fourteen (14) calendar days of notification via email or in person that they are accepting the offer of re-employment on the date specified in the offer. Employees will remain on the rehire list for thirty-six (36) months from the date of the employees' layoff.

## ARTICLE 12 – NOTIFICATION

A. The City and the Union agree that all written correspondence between the City and the Union will be done to and through the Union President and the Fire Chief, with a copy to the City Manager, regarding all matters that concern this contract.

B. Upon written request of the employee to the Fire Chief, the Union shall be furnished with a copy of any Union member's discharge notice, written warning, written reminder, suspension, complaint, personnel evaluation, performance tracking worksheet, incident report, and/or any similar report within five (5) days of request. The Union shall have the opportunity to comment in writing on any of the aforementioned items and have said

comments attached to the report in question, unless the employee involved requests otherwise.

C. The employer shall, as needed, provide the Union the name and classification of each new hire who would be eligible to be a member of the Union. The City shall provide the Union the name and classification of each eligible member of the Union who terminates or is placed on a non-pay status for longer than thirty (30) calendar days within three (3) days of the end of the pay period in which such action takes place.

## ARTICLE 13 - SENIORITY LIST

A. The City and the Union agree that a seniority list showing date of hire and date of last promotion shall be established and brought up-to-date by October 1 of each year and posted on the Fire Department bulletin boards. For the purposes of, but not limited to, transfer, examinations, and vacations, if no one protests seniority shown on their behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new or corrected seniority list.

B. Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty (30) day duration.

C. Seniority shall be defined as the length of continuous service within the Fire Department.

D. Departmental seniority shall be determined by the following factors:

1. Date of employment
2. Hiring order as determined by the Fire Chief
3. Date of original application
4. Time stamp of original application

In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not conclusive, factor 3 shall govern. If factor 3 is not conclusive, factor 4 shall govern.

E. In-grade seniority for positions normally filled by promotional examinations shall be determined by:

1. Date of promotion
2. Order of promotion as made by the Fire Chief
3. Departmental seniority

F. Departmental seniority shall prevail when comparing the seniority of employees in unlike classifications.

## ARTICLE 14 - ANNUAL LEAVE

PART 1 - ACCRUAL

A. Effective July 2, 2017, Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue bi-weekly from the date on duty to all employees, except those employed on a temporary basis, in an amount equal to:

56-Hour Personnel

| Years of Continuous Service | Accrued Shifts | Bi-weekly Hours |
|---|---|---|
| First Year | 120 hours (credited after probationary period) | 4.62 |
| 1 year but less than 5 years | 192 hours | 7.38 |
| 5 years through 10 years | 264 hours | 10.15 |
| 11 years through 15 years | 288 hours | 11.08 |
| 16 years or more | 312 hours | 12 |

42-Hour Personnel

| Years of Continuous Service | Accrued Shifts* | Bi-weekly Hours |
|---|---|---|
| First Year | 84 hours | 3.23 |
| 1 year but less than 5 years | 138 hours | 5.31 |
| 5 years through 10 years | 180 hours | 6.92 |
| 11 years through 15 years | 198 hours | 7.62 |
| 16 years or more | 222 hours | 8.54 |

*Using 12 hours as average shift for 10/14 personnel.

40-Hour Personnel

| Years of Continuous Service | Accrued Shifts | Bi-weekly Hours |
|---|---|---|
| First Year | 80 hours | 3.08 |
| 2 years through 10 years | 120 hours | 4.62 |
| 11 years through 15 years | 190 hours | 7.31 |
| 16 years or more | 205 hours | 7.88 |

B. Employees with more than one (1) year's service who separate from the City's employment are entitled to payment for unused annual leave not previously forfeited.

C. For employees hired prior to July 1, 2013, annual leave may be accumulated to a maximum of two and one-half the current annual earning rate. For employees hired after July 1, 2013 annual leave may be accumulated to a maximum of two times the current annual earning rate. On ~~December 31 of~~ the last pay period of each **calendar** year, any annual leave exceeding the maximum shall be forfeited.

D. Upon approval of the City Manager, employees may be advanced annual leave. Advanced annual leave will not normally exceed one-half of the employee's annual accrual.

E. An employee who has taken advanced annual leave beyond that accrued at the time of termination shall make restitution for such leave either by deduction from any amount owed him or by cash refund.

F. Employees normally assigned to a 56-hour workweek who are involuntarily assigned to a 40-hour workweek assignment will continue to receive annual leave in accordance with the 56-hour workweek provision.

G. Employees who are in non-pay status for any part of the pay period shall have their annual leave accumulation reduced on a prorated basis.

H. Upon termination of employment, each eligible employee shall be compensated at his/her regular hourly rate for all unused vacation hours.

I. Employees may elect to exchange up to ten (10) shifts of annual leave for ten (10) shifts pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. To be eligible to exchange annual leave for pay the employee must have been in the classified service for a minimum of 18 months.

3. Exchange privileges apply only to accrued annual leave.

PART 2 - USE AND SCHEDULING

A. Applications for annual leave must be approved in advance of taking leave.
B. Vacation hours will be charged as used, hour for hour. An employee shall be paid at his/her regular hourly rate for each hour of vacation time taken.

C. For forty (40) hour workweek personnel, holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

D. A shift for non-combat personnel shall be defined in Article 24. A shift for combat personnel shall be defined as one (1) 24-hour period.

E. Employees in the suppression division assigned a 24-hour shift may select and take their annual leave subject to the following:

1. A vacation shall consist of two (2) or more separate cycles. Each cycle of the vacation may consist of one (1) or two (2) normal work cycles. A normal work cycle is the employee's normal workweek or the two (2) consecutive 24 - hour shifts for the fire suppression division. If two (2) normal work cycles are selected for a portion of the split vacation, they may be taken consecutively and/or non-consecutively. An example of consecutively would be cycles 21 and 22. An example of non-consecutively would be cycles 14 and 34.
2. Vacation schedules will be developed by using five (5) rounds of requests.
3. Vacation leave seniority standby will be exercised after the five rounds have been completed and posted
4. All vacations shall be scheduled to commence on the beginning of a normal work cycle.
5. Employees must submit their vacation requests to their division head or the designated vacation coordinator prior to the 15th of November. Vacation schedules will be compiled and distributed prior to the 15th of December.
6. Approval of selected dates for vacation will be based on the departmental seniority, with the employee with the highest departmental seniority in their respective division or on their respective platoon given preference over those with lower seniority.
7. For the Fire Suppression Division, twelve percent (12%) of the employees per shift in the suppression division will be allowed off duty for vacation. The twelve percent (12%) of the employees per shift in the suppression division allowed off duty for vacation shall be in the ranks of Captain, Engineer, Firefighter/Paramedic, and Firefighter with no more than one half of the total vacation slots coming from any one rank.

   This percentage will be calculated on October 15th of every year and the number allowed off duty will remain as calculated until recalculated the

following year. The percentage of employees will be calculated using "true rounding" (less than one half (.49) will be rounded down to the next whole number, one half (.5) and higher will be rounded up to the next whole number. The Fire Chief, or his/her designee, may allow more than the designated number of suppression division employees off duty, for vacation, when staffing levels permit.

8. The number of employees of a particular rank allowed off at any one time may be limited to the number of qualified replacements available for service.
9. Employees that desire to take annual leave in addition to the scheduled vacation should submit a request to their division head at least three (3) working days prior to the requested date. Annual leave requests will be considered for approval by application of the following factors:
    a. The number of positions available as determined by subtracting the number of positions scheduled for vacation from the positions allowed off for vacation at any one time.
    b. The date the request was received.
    c. The number of qualified replacements available for the rank of the requesting employee.
    d. Departmental seniority as indicated in Item 8 above.
10. Employees are responsible for making certain that they will not have an excess of maximum allowable accumulated annual leave at the end of the calendar year. The City shall not be responsible for making up any time forfeited at the end of the year that is caused by an individual taking insufficient vacation time.
11. Emergency annual leave shall be granted upon the notification to the appropriate immediate supervisor of the need for emergency annual leave. The leave must be approved by the on-duty Battalion Chief or other appropriate personnel in non-suppression divisions, prior to the employee leaving the work location. Employees who need to get approval for Emergency Annual Leave prior to reporting to duty for their scheduled shift shall get said approval from the on-duty Battalion Chief, or other appropriate personnel in non-suppression divisions. Emergency Annual Leave may be granted only if all available annual leave positions have been previously allotted, and the request is as a result of a condition which could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy, and the immediate personal attention of the employee is absolutely required to protect the health, safety, and/or welfare of the employee or the employee's immediate family.

## ARTICLE 15 – HOLIDAYS

A. The City and the Union agree that the holidays shall be considered to be:

| | |
|---|---|
| New Year's Day | Nevada Day |
| Martin Luther King's Birthday | Veteran's Day |

| | |
|---|---|
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Employee's Birthday |

B. Any day that may be declared a holiday by the President of the United States, the Nevada Governor, or the Mayor of the City of Las Vegas.

C. If any of the above holidays fall on Sunday, the following Monday shall be considered as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the holiday.

D. All full-time employees who are in positions that are manned on a 40-hour week, Monday through Friday basis, shall be entitled to time off on such holidays. Employees who work, or are called back, shall be paid in accordance with the overtime provisions of this Agreement.

E. All full-time employees in positions which are manned on a 24-hour per day basis who work on a holiday as part of their regular work schedule, or whose regularly scheduled day off falls on a holiday, shall receive compensation in cash for the holiday as follows:

1. Twelve (12) hours if they are on a 40-hour per week work schedule.
2. Sixteen (16) hours if they are on a 56-hour per week work schedule.
3. Twelve (12) hours if they are on a 42-hour per week work schedule.

F. Employees may have the option to select on a yearly basis in July, by written authorization to the Department, that they prefer to have their holiday time and/or Birthday credited to their annual leave account to be used in accordance with the provisions of Article 14 - Annual Leave.

G. All full-time employees, in order to be entitled to a holiday or holiday pay, shall be on full pay status on their scheduled workday immediately preceding and immediately following such holiday.

H. Employees normally assigned to a 56-hour workweek who are involuntarily assigned to a 40-hour workweek assignment will continue to receive holiday compensation in accordance with the 56-hour workweek provisions.

I. Birthday Holidays shall be scheduled at the same time as Annual Leave, on the Employee’s Birthday, if possible. For 56-hour employees, only two employees per shift shall be allowed off on a Birthday Holiday. If three or more 56-hour employees have a birthday on the same day, the employee with the most department seniority shall be allowed the first opportunity to have the birthday off. For 40 and 42-hour employees, only one employee per shift, per division, shall be allowed off on a Birthday Holiday. If two or more 40 or 42-hour employees have a birthday on the same day, the employee

with the most department seniority shall be allowed the first opportunity to have their Birthday Holiday off. Employees who are unable to have their Birthday off, or who wish to schedule their Birthday Holiday on a day other than their Birthday, shall schedule the use of their Birthday Holiday in accordance with the Annual Leave scheduling procedures. Employees may also take their Birthday Holiday as cash on an hour for hour basis, during the pay period on which their birthday falls.

## ARTICLE 16 - SICK LEAVE

The City and the Union agree that the following sick leave provisions shall apply to the classifications covered under this contract.

A. All full-time regular employees shall accrue eleven and eight hundredths (11.08) hours bi-weekly for 56 hours per week personnel and five and fifty-two hundredths (5.52) hours bi-weekly for 42 hours per week personnel and three and sixty-nine hundredths (3.69) hours bi-weekly for 40 hours per week personnel.

B. Sick leave may only be used by employees who are:

1. Incapacitated from the performance of their duties, by illness or injury, or
2. Whose attendance is prevented by public health requirements, or
3. Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor [up to a maximum of five (5) calendar days per occurrence], or
4. Who are required to absent themselves from work to attend the funeral of a member of their immediate family [up to a maximum of five (5) working days per occurrence], or
5. Who are required to absent themselves from work to personally care for a member of their family in medical emergencies as substantiated on the leave slip upon approval of the Fire Chief.
6. No employee shall be entitled to sick leave while absent from duty because of a disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

C. All sick leave shall be approved by the Fire Chief or his/her designated representatives. Employees who do not become ill on the job shall call in, as required by the work rules, before the beginning of their shift when using sick leave.

D. Any full-time employee who has exhausted his/her accumulated sick leave may be granted leave without pay.

E. Immediate family shall be defined as the employee's spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister.

F. Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

1. Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above.

2. Certificate of Recovery and Fitness: A Certificate of Recovery and Fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for three (3) or more consecutive scheduled working days if the employee is requested to do so by the Fire Chief or his/her designee. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work. The Fire Chief, or his/her designee, can require that an employee submit a Certificate of Recovery and Fitness because of extensive use of sick leave. "Extensive" shall mean in excess of six (6) incidents of sick leave usage in a 12-month period.

G. Employees shall report to work if recovery from illness is made during the normal work hours. Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the Fire Chief or designee of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave usage, or other such activity when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Fire Chief or designee.

H. Accumulation of unused sick leave.

1. For 56-hour personnel:
For 56-hour personnel hired before July 1, 2013, the maximum accumulation of sick leave shall be 2,304 hours (96 shifts). For 56-hour personnel hired after July 1, 2013 the maximum accumulation of sick leave shall be 1,920 hours (80 shifts).

2. For 42-hour personnel:
The maximum accumulation of sick leave shall be 1,727 hours (144 shifts).

3. For 40-hour personnel:
The maximum accumulation of sick leave shall be 840 hours.

I. Compensation for Unused Sick Leave

1. Employees shall receive payment for one-half the amount of unused sick leave hours accrued up to their respective sick leave accrual cap upon separation from City employment, after five (5) years of continuous full time service. Payment shall be at their current base salary plus longevity.

2. Employees with twenty (20) years or more of continuous full time service with the City, upon separation, shall receive payment for 100% of their accumulated sick leave hours up to their respective sick leave accrual cap. Payment shall be at their current base salary plus longevity.

a. After twenty (20) years employment with the City, upon retirement, death, or as a result of a disability resulting in mandatory separation from City employment,

employees will be paid for their accumulated sick leave at their current hourly rate plus longevity up to a maximum of 2,304 hours or individual cap plus any current accumulation.

b. In the event of death, the sum will be paid to the beneficiaries designated on the "Designation of Personal Representatives" form in the Human Resources Department. Sick leave hours shall be used on a First In - First Out (FIFO) accounting method.

1. On the first payday of December each year and upon separation from City employment, the City shall "buy back" one-half of all sick leave hours accrued but not used above the employees respective sick leave accrual during that calendar year by said employee. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "Bank" for the employee, but shall not be eligible for pay-off at anytime including separation. Sick leave Bank hours shall be used only upon exhaustion of all other sick leave hours.

2. A conversion factor of 1.4 shall be used to transfer sick leave benefits when reassigned from a 40 hour week to a 56 hour work week 24-hour shift or vice versa. A conversion factor of 1.334 shall be used to transfer sick leave benefits when reassigned from a 56 hour week work to a 42 hour work week or vice versa.

A conversion factor of 1.056 shall be used to transfer sick leave benefits when reassigned from a 40 hour work week to a 42 hour work week or vice versa.

EXAMPLE: 40 hour work week transfers to 56 hour work week:
Conversion factor
Balance of 150 hours x 1.4 = 210 hours
40 hour work week transfers to 56 hour work week:
Conversion factor
Balance of 210 hours divided by 1.4 = 150 hours

1. If an employee of the bargaining unit uses four (4) or less shifts of sick leave in a year, he/she shall receive four (4) bonus shifts to be added to his/her annual leave. The employee shall request in writing his/her option to be paid in cash for one or more shifts and has the option of taking part of his/her bonus shifts in cash and part as regular annual leave shifts. This request shall be submitted by the end of the first pay period in June for payment the next pay period. FMLA Sick leave shall be calculated against the four shifts of sick leave as described above.

## ARTICLE 17 – WAGES

A. The City and the Union agree that the wages paid eligible members shall be as shown in the City of Las Vegas Fire Classified Salary Schedule which is attached hereto and incorporated thereby as Attachment C of this agreement.

- **Effective July 01, 2021 eligible employees will receive a Cost of Living Adjustment (COLA) of Two and one-quarter percent (2.25%)**

Any increase to the Public Employees Retirement System ("PERS") contribution rate will be shared by the City and the employee, each paying 50% of the increase as determined by PERS.

B. Employees assigned by the Fire Chief and approved by the Deputy City Manager from a 56-hour work week to temporary 40-hour work week assignments of less than one year which would cause that employee a loss of Holiday Compensation may be compensated by the payment of Holiday Compensation at the employee's normal 56-hour base pay plus longevity rate for all holidays occurring during the temporary 40-hour assignment. Employees who are on a voluntary Transitional Work Assignment are excluded.

C. An employee who has been officially designated by the Fire Chief and approved by the Deputy City Manager to assume responsibilities outside of the normal job duties of the employee's regular classification requiring increased responsibility and/or technical expertise will be compensated ten percent (10%) of their base rate of pay, plus longevity for a maximum of thirteen (13) pay periods in any twenty-six (26) pay periods. Approvals must be granted in advance and must be for specific pay periods. This is not intended to change or negate acting pay for permanently assigned suppression or support personnel acting within those divisions.

D. The City of Las Vegas and the International Association of Fire Fighters, Local 1285, do hereby agree to a twenty-eight (28) day work period for the computation of Fair Labor Standards Act overtime, to be effective on or before April 15, 1986.
As defined within the Fair Labor Standards Act, the hours of overtime computation governed by this Agreement shall be those hours in excess of two hundred and twelve (212) hours per twenty-eight (28) day work period for Fire Combat members and one hundred seventy-one (171) hours per twenty-eight (28) day work period for Fire Investigative members.

E. Shift Differential
Shift differential is defined as the premium authorized to be paid to an employee assigned to the Communication Section above his/her regular straight-time hourly rate of pay for working a regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 a.m., or ends no later than 7:00 p.m. Only regularly scheduled shifts that begin or end outside the 5:00 a.m. to 7:00

p.m. time period shall be eligible for shift differential pay. The amount of shift differential shall be computed as four percent (4%) of base salary for the shift worked. Shift differential shall be paid for hours on paid leaves.

If an employee scheduled to work a regularly scheduled day shift works two complete shifts in a row (day and swing shifts), he/she shall receive shift differential and overtime pay for the second shift.

If an employee scheduled to work a regularly scheduled day shift works overtime past 7:00 p.m. into a regularly scheduled swing shift but does not complete a second shift, he/she shall not receive shift differential pay, but shall receive overtime pay for all overtime hours worked.

If an employee scheduled to work a regularly scheduled swing shift works overtime into the next shift, he/she shall receive shift differential pay and overtime pay for the overtime hours worked.

F. An employee certified as an EMT and assigned to and operating a paramedic rescue or ILS squad shall be paid five percent (5%) above said employee's base wage for hours actually worked.

## ARTICLE 18 – LONGEVITY PAY

A. Eligible employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. This longevity plan shall become effective on the hiring anniversary date of covered employees. Overtime or any other incentive payments shall not be considered in the calculation of longevity pay.

B. Employees hired after July 1, 1980, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

C. Employees hired after January 1, 2003, shall receive longevity pay on the following basis: upon completion of ten (10) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached.

D. Employees hired after July 1, 2013 shall not be eligible for the longevity pay, which shall continue to be applicable to employees hired before July 1, 2013. Instead, for employees hired after July 1, 2013, Step 1 shall be increased by an additional two and one half percent (2.5%), and, there shall be an additional step added, which will be listed as Step 11, and which shall reflect a three percent (3%) pay increase above Step 10. The specified change to Step 1, and the creation of the new Step 11, shall be reflected in the City of Las Vegas Fire Classified Salary Schedule, which is attached hereto and incorporated thereby as Attachment B of this agreement.

## ARTICLE 19 - ACTING PAY

A. An employee who has been officially designated by the Fire Chief, or his/her designated representative, to assume temporarily the full responsibilities of an established position of a higher grade for four (4) hours for those assigned to a 56 hour work week or four (4) hours for those assigned to a 40-hour work week or more shall be paid five percent (5%) or the minimum of the new classification assumed whichever is greater as acting pay.

## ARTICLE 20 - TRAVEL PAY

A. Eligible members shall normally receive travel pay at the rate of the current Standard Mileage Rate for business miles, as set by the Internal Revenue Service per mile for any travel required to be performed in the member's personal vehicle after reporting to duty at an assigned duty location. Those personnel affected by a daily transfer shall receive travel pay at the rate of the current Standard Mileage Rate for business miles, as set by the Internal Revenue Service per mile or eight dollars ($8) per shift, whichever is greater. Travel pay shall be paid on a monthly basis.

B. Travel pay requests shall be submitted to the employee's immediate supervisor for approval and forwarded to the City's Finance Department through departmental channels no later than the 10th day of the following month. Travel pay will be reimbursed on the employee’s normal payroll check.

## ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

A. The City and the Union agree that all eligible members shall be covered by a Workers Compensation Program of the City's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act, and that

provides for payment of accident benefits and compensation for partial and total disability arising from injuries and occupational diseases.

B. Should an employee suffer a service-incurred accident or illness, and the employee's present gross salary, excluding overtime, is not entirely protected under the provisions of the Workers Compensation Program, the City will pay to the employee an amount equal to the difference between the compensation received and the employee's then present gross salary, excluding overtime, for a period of two (2) calendar months from the first day of absence due to illness or injury. The City may continue this maintenance of income at full or partial pay for periods of thirty (30) days up to a maximum time limit of sixty (60) months.

C. Before the City grants these benefits, the employee shall comply with the normal and reasonable administrative procedures established by the City. At the time an application for benefits is filed, and as may reasonably be required thereafter, the City may request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City, and the employee, a copy of the medical findings and the physician's opinion as to whether or not the employee is able to perform the employee's normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee be available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed. In the event of a difference of opinion between qualified physicians, the employee shall be entitled to have the issue resolved in accordance with the Civil Service Rules.

D. The City and the Union recognize that employees may participate in USAR training and deployment under federal activation as members of the Clark County FEMA USAR Team. Employees participating as Clark County FEMA USAR Team members whether training or formally deployed under federal activation are entitled to all healthcare benefits provided under the collective bargaining agreement between the City and the Union.

Any employee who becomes sick or injured while participating in training or formal deployment, as a FEMA USAR member must timely submit all required documentation to process federal and state workers compensation claims. Nonetheless, employees either sick or injured while participating in training or a formal federal deployment as a FEMA USAR member shall be entitled to make a claim for all of the state workers compensation benefits they would otherwise be entitled to while performing their job duties as a City employee. However, employees are only allowed recovery for a workers compensation claim under either the State of Nevada or the federal workers compensation system.

## ARTICLE 22 - MEDICAL BENEFITS

The City and the Union agree that the City will pay part of the cost of the employees' and dependents' hospitalization and health insurance plan based upon the following as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT. The aforementioned cost that the City will pay shall not be in excess of either the actual cost of the Trust's insurance coverage or the amount set forth below, whichever is less per covered employee.

Effective June 30, 2019 the City will pay per employee who is a member of the bargaining unit: five hundred dollars ($500.00) per pay period.

The Association established an Employee Benefit Trust fund for the purpose of funding health insurance premiums for retirees. The Trust was established in accordance with federal and state laws applicable to employee benefit trust funds (26 USC 501(c)(9)). The City and the Board of Trustees acknowledge and agree that the funds currently held in the Retiree Supplemental Account of the existing Health and Welfare Trust fund will be transferred to the Employee Benefit Trust and managed separately from the existing Health and Welfare Trust fund. Effective September 1, 2016, the $45 per pay period contribution that was previously made to the Trust by the City for retiree medical benefits will no longer be made, but rather, will be reflected as an additional 0.65% base wage increase beginning on September 1, 2016. It is believed that this change will result in a reduced cost to the City of Las Vegas and a portion of this reduction in cost represents a concession made by the UNION, the value of which also offsets the full amount / value of union business leave as delineated in the revised Article 5 of this new collective bargaining agreement.

All issues regarding the operation of the Employee Benefit Trust are exclusive of this collective bargaining agreement. Eligibility, benefits, the type and amount of reimbursable premiums or expenses and all other matters regarding the operation, administration and benefit plan of the Employee Benefit Trust shall be made by the Trustees of the Employee Benefit Trust. The employee's contribution to the Employee Benefit Trust shall be mandatory and will be made by automatically deducting the specified amount from the paycheck of eligible employees prior to any taxes being withheld. The amount of the payroll deduction shall be determined by the Trust. The City and Local 1285 bargaining units agree that the Board of Trustees of the Employee Benefit Trust is authorized, on an annual basis, to determine the amount to be so deducted and remitted to the Employee Benefit Trust, based on the financial needs of the Employee Benefit Trust. The Board of Trustees will communicate to the City any changes or adjustments in the amount to be so deducted, and the City will remit the specified amount to the Employee Benefit Trust.
In addition to the mandatory deduction for the Employee Benefit Trust stipulated above, the City agrees to deduct from the paycheck of each employee in the bargaining unit and the Union who has signed an authorized payroll deduction card such amount as the employee may designate as dependent insurance coverage and/or amount designated as

insurance coverage in excess of that provided in the first paragraph of this Article. All such insurance funds shall be remitted by the City to the LAS VEGAS FIREFIGHTER HEALTH AND WELFARE TRUST AGREEMENT within one (1) month after deduction. All communications concerning health and welfare plans and coverage by the Firefighters to the City shall be directed to the Director of Human Resources Department. Any request for increased insurance premiums or contributions shall be accompanied by a financial information or statement showing the various benefit costs, employee vs. dependent, on a total and on a line item basis. The Union agrees that it will provide the City, upon request, within forty-eight (48) hours, copies of all written correspondence between the Trustees, the Trust Administrator, and the Union.

The Union agrees to indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

## ARTICLE 23 - UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF

A. The City and the Union agree that:

1. The City shall provide an annual uniform allowance of one thousand five hundred ($1,500) to all personnel covered by this Agreement, to buy and maintain work and dress uniforms as prescribed by the Fire Chief. Such allowance shall be paid in quarterly increments beginning with the first payday in July 2019, by a check separate from the normal payroll check. New hires covered by the Agreement shall be paid on a monthly-prorated basis after six (6) months employment minus the cost of the Class B uniforms initially issued.
2. The City shall provide the initial issue of cap and badge. Replacement of these items will be the responsibility of the individual. Newly hired personnel will be provided three (3) sets of their own Class B uniform and after they have completed their probation, they will be expected to secure a Class A uniform at their expense.
3. The City shall provide all combat and safety equipment as it deems necessary.
4. Uniforms and combat safety equipment shall only be worn or used on official Fire Department business or as authorized by the Fire Chief and specified in the Department Rules and Regulations.
5. Tool allowance will be provided to the following classifications at the annual rate set forth below:

| | |
|---|---|
| Fire Equipment Mechanic I | $360.00 Per Year |
| Fire Equipment Mechanic II | $360.00 Per Year |
| Fire Equipment Mechanic III | $360.00 Per Year |
| Fire Equipment Mechanic Foreman | $360.00 Per Year |

| | |
|---|---|
| Fire Communications Technician I/II | $360.00 Per Year |
| Fire Equipment Service Technician | $360.00 Per Year |

These amounts will be increased by 25% during the first year of employment. Tool allowance will be paid in quarterly increments. No separate safety shoe allowance will be paid

## ARTICLE 24 - WORK DAY, WORK WEEK

A. The City and the Union agree that the workday, workweek, including paid meal period(s), for eligible members of the bargaining unit, shall be as follows:

| Division | Normal Work Day | Normal Work Week | Normal Bi-Weekly Hours |
|---|---|---|---|
| Fire Combat | 24 Hours | 56 Hours* | 112* |
| Fire Investigation | 10/14 Hours | 42 Hours* | 84* |
| Fire Prevention | 10 Hours** | 40 Hours | 80 |
| Alarm | 10 Hours** | 40 Hours | 80 |
| Mechanical | 8 Hours*** | 40 Hours | 80 |
| Training | 10 Hours*** | 40 Hours | 80 |
| Hydrant | 8 Hours*** | 40 Hours | 80 |

*Averaged annually.
** 10-hour shifts may be subject to change based on changes in funding, staffing, or other operational requirements that would negatively impact efficiency. All such changes would be subject to 90 days notification to Local 1285 and the individual employees affected. The City also agrees to meet with Local 1285 to discuss the basis for any such changes.
*** 10-hour shifts may be implemented for specific Divisions based on staffing availability and an expectation of positive outcomes.

Upon mutual agreement between the Employee, the City and the Union, employees who are assigned from a 56-hour work week to a temporary 40 hour work week may work either a 5 eight hour shift schedule or a 4 ten hour shift schedule. Employees will continue to receive all benefits in accordance with the 56-hour workweek provision. Employees who are on light duty are excluded.

B. All personnel required to work longer than their normal bi-weekly hours shall be paid overtime on a time and one-half (1½) hourly rated basis, based on their bi-weekly rate of pay including longevity. When a member uses a non-worked sick shift or is on disciplinary leave, the member will not be eligible for regular overtime for a period of 192 hours following the end of their sick shift or disciplinary leave. This does not include those instances where the department requires mandatory overtime. If a member was

previously scheduled for regular overtime for the 192-hour period following a member calling in sick the overtime will be removed and no penalty will apply.

C. When the Fire Chief, or his/her designated representative, believe that it is necessary to call out one or more members of the department, eligible members called shall be paid overtime on a time and one-half (1½) rated basis. Said employee shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours. However, in the event the period of call-out extends into the employee's normal working shift, such employee shall be paid for the time actually worked in addition to their normal working shift. If the period of call-out exceeds four (4) hours, the employee shall be paid for the amount of time actually worked. When a member uses a non-worked sick shift or is on disciplinary leave, the member will not be eligible for call back overtime for a period of 192 hours following the end of their sick shift or is on disciplinary leave. This does not include those instances where the department requires mandatory overtime.

D. An employee who works less than four (4) hours on the initial four-hour period and is then called out a second time during the initial four-hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours from the first call-out, the employee shall be paid for a minimum of four (4) hours for each callout, except as provided in the previous paragraph.

E. A shift shall be defined as the employee's normal workday.

F. Upon mutual agreement of the City and the employee involved, an employee on a 10-hour shift may be assigned to work an 8-hour shift.

G. Notwithstanding the provisions of section A, all members of the bargaining unit are subject to temporary re-assignment or change in the normal work day, work week for periods of not greater than two weeks per year for the purposes of job related training. Notification will be given 90 days in advance and will not interfere with normally scheduled annual leave.

Employees assigned to a 40-hour workweek may request time in lieu of overtime (TILO) rather than being paid for overtime. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required to take time off rather than be paid at the overtime rate. To use TILO time, employees must schedule their absence from work following the same procedures used for scheduling annual leave. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor’s judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time.

This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, records may not show on the paycheck stub. No employee may have an accumulated balance of TILO time exceeding two hundred (200) hours at the end of any pay period. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred (200) hours. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a straight time salary rate.

## ARTICLE 25 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

A. Maternity/Paternity/Adoption Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. Additional maternity/paternity or adoption leave or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager. Employees may use accrued sick leave for maternity/paternity or adoption purposes, provided such sick leave meets all the requirements set forth in this Agreement.

B. Military Leave

Whenever a non-temporary employee enters the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

1. The employee shall be granted military leave without pay for the duration of the employee's active service.
2. Any employees so granted military leave, who are later honorably discharged or discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable, and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.
3. Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.
4. Persons who are employed to fill positions vacated as a result of the employee being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the employee is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to

reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this Agreement.

5. Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) calendar days in any one calendar year, **or if an employee works weekends, then they shall be granted 39 days in any one calendar year**. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty. Employees are required to furnish copies of all orders directing training, along with their request for time off. Employees who are excused from work are required to report back to their Fire Department duty station upon completion of the Military Training Session.

6. When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted without pay upon presentation of such orders to the employee's immediate supervisor.

C. Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding shall receive their regular City pay, less any jury or witness pay. Those persons who are called as witnesses, or who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal. Those employees in the Communication section assigned to the graveyard shift shall be relieved of duty the shift prior to reporting for jury duty. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to City business.

D. Leave Without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

1. Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

2. Continuous leave without pay for periods in excess of thirty (30) days must be approved by the employee's Department Director Fire Chief and the City Manager.

3. Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of annual or sick leave, seniority, and longevity if applicable, and may be credited for purposes of completion of probation and/or salary increases upon recommendation of the employee's Department Director Fire Chief, and approval of the Director of Human Resources Department and the City Manager.

E. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional or transfer opportunities within the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor.

F. Blood Donor Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive or special need. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

G. Catastrophic Leave

1. When an employee suffers a catastrophic illness or injury, and the~~y~~ eligible employee has ~~have~~ exhausted all accrued sick leave as a result of the illness/injury, then they employee may file a request for donations of Birthday Holiday, sick leave and/or annual leave with the Union.
2. The request must be accompanied by:
    a. A medical statement from the attending physician, explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.
    b. Evidence of approval of leave from the Fire Chief or his/her designee.
3. A committee appointed by the President of the Union will review the request to verify the employee's eligibility to receive leave donations.
4. The Union will conduct the solicitation of donations and will be limited to an information-only solicitation. Solicitations will be conducted for a three-week (3) period of time and all donations will be submitted to the Union on a form provided by the Union.
5. The minimum donation is twelve (12) hours per donation request. The donating employee must have a balance of at least forty (40) hours after the donation. Donations can be made from the donor's annual leave, sick leave, or Birthday Holiday. Sick leave donations will only be allowed from the employee's compensable hours. Compensable hours would be those that the employee would receive cash payment for upon separation from City employment. Employees with less than five (5) years of service are not eligible to donate sick leave. Employees with more than five (5) years of service but less than twenty (20) years of service

will have fifty percent (50%) of their non-surplus sick leave donation credited to catastrophic leave and the remaining fifty percent (50%) will be credited to the employee's surplus bank hours. Employees with more than twenty (20) years of service will have 100% of their non-surplus sick leave donation credited to catastrophic leave. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in Article 16 – Sick Leave.

6. The Union will forward donations to the Treasurer's, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient. The time donated will be forwarded by the Union on a first in first out basis and will, as closely as possible, match the estimated time requested by the physician. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain as the recipient's.

7. Eligible employees:

a. The Catastrophic Leave Program is available to all employees covered in this Agreement.
b. Employees must be off probation and/or at least be employed by the Fire Department for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
c. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing the duties of his/her job, (i.e., hospitalized or homebound). The illness or accident cannot be a result of an illegal act, nor can it be intentionally self-inflicted."

8. That the parties agree that should any problem or abusive practice arise in the administration of this Paragraph, then the parties agree to meet to facilitate the administration of the program or to eliminate any abusive practices.

## ARTICLE 26 - POLYGRAPH EXAMINATIONS

A. No member shall be compelled to submit to a polygraph examination against his will.

B. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination.

C. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Las Vegas does not compel fire safety personnel to submit to polygraph examinations."

## ARTICLE 27 - SAFETY AND HEALTH ADVISORY COMMITTEE

A. The City agrees to establish and maintain a Departmental Safety and Health Advisory Committee, comprised of not more than three (3) representatives by the City and the Union each. The City shall submit to the Union and the Union to the City the names of their respective representatives within thirty (30) days of the implementation of this contract.

B. The Committee will meet a minimum of once every thirty (30) days for the purpose of inspecting, investigating, and reviewing health and safety conditions concerning bargaining unit employees.

C. The Committee, or any of its representatives, shall submit to the Fire Chief and the Union President, reports concerning safety and health conditions of the bargaining unit employees.

D. The Fire Chief shall correct any life or health hazard.

## ARTICLE 28 - EMERGENCY MEDICAL SERVICE COMPENSATION

A. EMT/EMD Pay. Effective June 24, 2001, the Salary schedule will be increased by five percent (5%) to compensate for the certifications identified below. The City and the Union agree that all members of the Fire Combat Division, as well as Fire Training Officers, Fire Investigator I's, Fire Investigators II's, and the EMS Quality Improvement Coordinator will be required to obtain and maintain valid Emergency Medical Technician (EMT) Certification. Current employees who are not EMT certified will have their compensation reduced by five percent (5%).
All employees in the Communications Division will be required to maintain valid Emergency Medical Dispatch (EMD) Certification.

B. All new members of the Combat Division of the Las Vegas Fire Department will obtain and maintain Advanced Emergency Medical Technician certification from the accredited authority during and before completion of Fire Fighter Trainee School.

C. Effective June 30, 2019, the City and the Union agree to pay a flat rate of three thousand five hundred dollars ($3,500.00) per year to be paid quarterly to those Captains and Engineers who maintain certification as a Paramedic in Clark County. The City of Las Vegas Fire and Rescue may utilize these employees as a second Paramedic on the unit they are assigned to. It is possible to utilize the Captain/Paramedic or Engineer/ Paramedic as the sole Paramedic assigned to the unit for a maximum of four (4) hours per shift.

The Captain/Paramedic and Engineer/Paramedic will not be assigned together as the Paramedics to be utilized as an advanced life support unit.

## ARTICLE 29 - HAZARDOUS MATERIALS TECHNICIAN, TECHNICAL RESCUE TEAM INCENTIVE PAY

A. The City and the Union agree that members of the Fire Combat Division who have obtained and maintain valid certification from the authority having jurisdiction, for Hazardous Materials Technician, and Technical Rescue Team and that are assigned to the stations designated as the Hazardous Materials Response Team, and/or Technical Rescue Team shall be paid incentive pay. Hazardous Materials Technician incentive pay and Technical Rescue Team incentive pay will be five percent (5%) of the member's present salary.

B. If any member allows their valid certification to lapse, he/she automatically forfeits his/her incentive pay.

C. Permanent assignment to the Hazardous Materials Station and/or the Technical Rescue station shall be on a voluntary basis. If there are not sufficient volunteers, then assignments will be made based on seniority.

D. All members who obtain and maintain certification as either a Hazardous Material Technician or a Technical Rescue Technician and are not permanently assigned to the designated Hazardous Material Team or Technical Rescue Team shall receive five percent (5%) acting pay when temporarily assigned to the respective station.

E. Certification training will be accomplished during normal duty hours.

## ARTICLE 30 - METHOD OF EMPLOYEE CLASSIFICATION

A. The method used for determination of bargaining unit for classified employees employed by the City of Las Vegas Fire Department shall be the method described in NRS 288.170.

B. The Human Resources Department will notify the President of IAFF, Local 1285, when a new classification is developed by the City and within the Las Vegas Fire Department.

After bargaining unit determination is final and the bargaining unit is within the Supervisory or Non-Supervisory bargaining unit represented by IAFF, Local 1285, such negotiations as required by NRS 288 shall commence between the City and the Union.

Bargaining unit determination and negotiations shall be finalized prior to the City submitting the new classification to the Civil Service Board for approval.

## ARTICLE 31 - SAVINGS CLAUSE

A. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

B. Should any provision of this Agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

C. Should any party fail to give notice to the other party that it desires to commence negotiations with regard to the provision that was held or determined to be illegal or void within twenty (20) days of said party having knowledge that a provision was held or determined to be illegal or void, the party shall lose the right to commence negotiations concerning the substance thereof.

D. This Agreement is the entire Agreement of the parties, terminating all prior Agreements.

## ARTICLE 32 – STAFFING

The Department will assign rovers as outlined below to assist in the management of the Department. Rovers will bid for platoon assignment. Effective January 1, 2006 rovers assigned to each platoon will include one (1) Captain, one (1) Engineer, one (1) Firefighter/Paramedic and one (1) Firefighter. Effective June 26, 2011 the number of Rovers assigned to each platoon will equal 9% of the number of assigned unit positions for Captains and Engineers assigned to each platoon. Effective June 26, 2016 the number of Rovers assigned to each platoon will equal 12% of the number of assigned unit positions for Firefighter/Paramedic and Firefighters. The Rover percentage increase from 9% to 12% for Firefighter/Paramedic and Firefighters reflects the agreement between labor and management to accommodate a new style deployment system to include but not limited to non-bid peak load Intermediate or Advanced Life Support units. This percentage will be calculated on October 15th of every year and the number will remain as calculated until recalculated the following year. The percentage of employees will be calculated using "true rounding" less than one half (.49) will be rounded down to the next whole number, one half (.5) and higher will be rounded up to the next whole number. The Department will bid and assign all vacancies in accordance with the Rules and Regulations.

## ARTICLE 33 - ON CALL PAY

On call staffing and pay for the Investigations Division shall be specified in the Fire Department's current SOP 130.06.02.

All employees other than those in the Investigations Division who are required to be in an "On Call" status shall be compensated a minimum of ten (10) hours of pay for each 7 calendar day period they are to be on call. Additionally, employees assigned to the Fire Apparatus Repair Shop, including the positions of Fire Equipment Mechanic Foreman and Fire Mechanic I/II/III, shall be required to be on call based on a defined rotation schedule (which includes the opportunity to volunteer for on-call assignments) for an equivalent period of time annually based on the number of filled positions.

## ARTICLE 34 - PHYSICAL EXAMINATIONS

A. All employees covered by this Agreement shall be required to take an annual physical examination within thirty (30) days of the employees' birthday. If an employee refuses to take the examination he/she shall be relieved of duty without pay until the examination is taken. If the employee is unable to take the examination because he/she is using sick leave or workers' compensation benefits then the exam must be taken within sixty (60) days of return to duty. Employees using annual leave during the thirty (30) day period will have their thirty (30) day period extended. The amount of days extended will equal the total number of days that span between the first and last shift of annual leave used during the thirty (30) day period following the employee's birthday.

B. Tests required during the annual physical exam would be, at a minimum, those currently required by the National Fire Protection Association (NFPA) Standard 1582 for Firefighters and are currently being performed by the City. The Parties agree to meet and discuss any future revisions to NFPA Standard 1582.

C. This annual physical examination will be paid for by the City and scheduled while the employee is off duty. Employees will receive compensation for four (4) hours at time and one-half after completion of the required examination.

## ARTICLE 35 - IAFF FINANCIAL CORPORATION 457 PLAN

Effective January 1, 2006 Members of Local 1285 shall be afforded the option of entering a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in.

Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

## ARTICLE 36 – PROMOTIONS / SELECTION PROCEDURES

The parties agree that the following procedures will be followed when developing promotional eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.

1. The promotional eligible list will be arranged by score, from highest score to lowest score. Employees will be notified of their final score and their placement on the list.
2. The top five (5) or 25% (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacant positions. The 25% calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).
3. The promotional list will be arranged by score, from highest score to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51, 79.346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.00 will be considered a failure. Employees will be notified of their final score and their placement on the list.
4. After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.
5. In the case of tie scores, all names with the tie score will be considered as one.
6. The City will provide 45 days notice of the testing date for promotional recruitment. The 45 day notice will be given to the Union President for dissemination to current Fire employees.
7. A list of study materials will be given to applicants by Human Resources staff at time of application or upon request to Human Resources.
8. City of Las Vegas executive Fire personnel may be utilized for the oral board segment of the Battalion Chief and Captain Assessment centers. The oral board will be considered a part of the examination and will be scored. Raters for all other segments of the assessment centers will not be from any local fire department. A representative of Local 1285 will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussion.

The parties also agree that the 1992 Civil Service Rules will apply when not covered by an item listed above in this Article or superseded by the Collective Bargaining Agreement between IAFF Local 1285 and the City of Las Vegas. The 1992 Civil Service Rules shall not be used in any disciplinary action involving a Bargaining Unit member.

## ARTICLE 37 - DURATION OF AGREEMENT

A. This Agreement shall become effective July 01, 2021 at 0001 hours and, subject only to any reopener specifically provided for in this Agreement, shall run in full force and effect until June 30, 2022 at 2400 hours.

B. This Agreement shall be renewed in accordance with the time limits and procedures established in NRS 288.

C. Amendment of any Article may be mutually agreed upon and shall become effective on the agreed upon date.

D. NRS 288 procedures for impasse shall apply.

_____
DATE

CITY OF LAS VEGAS

BY: _____
Jorge Cervantes, City Manager

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

BY: _____
Todd Ingalsbee, President

Attest: _____
CITY CLERK By: LuAnn Holmes

Approved as to Form: _____
By: Morgan Davis,
Assistant City Attorney

ATTACHMENT A

CITY OF LAS VEGAS
NON-SUPERVISORY
FIRE CLASSIFIED SALARY ASSIGNMENTS

| SALARY GRADE | CLASSIFICATION |
|---|---|
| F71 | ~~Fire Equipment Service Technician~~<br>Firefighter Trainee<br>Hydrant Technician |
| F72 | Fire Equipment Services Technician |
| F73 | Communications Specialist<br>Fire Equipment Mechanic I** (X)<br>Fire Prevention Inspector I (X) |
| F74 | Fire Communications Technician I (X)<br>Firefighter (X) |
| F75 | Firefighter/Rescueman<br>Fire Equipment Mechanic II** (X) |
| F76 | Fire Engineer<br>Fire Prevention Inspector II<br>~~Senior Communications Specialist~~ |
| F77 | Communications Specialist Supervisor<br>Fire Communications Technician II (X)<br>Fire Equipment Mechanic III** (X)<br>Fire Investigator ~~I~~ (X)<br>Fire Training Specialist<br>Firefighter/~~EMT-(P)aramedic~~Paramedic (X) |
| F78 | Fire Communications Nurse<br>~~Chief Communications Specialist~~<br>Fire Communications Training Specialist<br>~~Fire Training Specialist~~ |
| F79 | Assistant Fire Protection Engineer |

| | |
|---|---|
| | **Chief Communications Specialist**<br>EMS Field Coordinator<br>Fire Captain<br>Fire Equipment Mechanic Foreman<br>Fire **Investigations Lieutenant ~~tor~~ ~~II~~** (X)<br>Fire Prevention Inspection Supervisor |
| F80 | **EMS Educator**<br>**Fire Fleet Supervisor**<br>Fire Training Officer<br>**~~Public Fire Education Officer~~** |
| F81 | Communications Quality Improvement Coordinator<br>EMS Quality Improvement Coordinator<br>**Fire Investigations Captain** |
| F82 | -0- |

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | Preamble | |

**AN AGREEMENT BETWEEN**
**THE CITY OF LAS VEGAS, NEVADA**

**AND THE**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285**
**SUPERVISORY**

## PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties have reached an understanding governing the conditions of employment which shall prevail;

NOW THEREFORE, the parties do agree as follows:

**TA'd: _____ IAFF 1285**
**TA'd:_____CLV**
**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | 02/22/2021 | 1 | 1 | |

## ARTICLE 1 – RECOGNITION

The City of Las Vegas (hereinafter called the "City") recognizes the International Association of Firefighters, Local No. 1285, (hereinafter called the "Union") as the exclusive bargaining agent for the Fire Department employees listed below for the purpose of collective bargaining as set forth in NRS 288.
Persons in the following classifications are included within the Supervisory bargaining unit:

**Chief of Fire Investigations-Bomb Squad**
Deputy Fire Marshal
**Fire Administrative Battalion Chief**
Fire Battalion Chief
Fire Communication Supervisor
~~**Supervisor of Fire Investigation**~~

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 2 | |

## ARTICLE 2 - NON-DISCRIMINATION

A. The City and the Union agree not to discriminate against any member for his/her activity on behalf of, or membership in the Union.

B. It is further agreed that the City and the Union will comply with all applicable Federal and Nevada state laws and executive orders pertaining to non-discrimination and equal employment opportunity.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 3 | |

## ARTICLE 3 - EMPLOYEE RIGHTS

A. The City and the Union agree that employees eligible for membership in the Union shall have the right to freely join, resign from, and/or assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union during non-work hours in the capacity of a Union officer or representative. However, it is understood that the Union President may work on Union business during station standby time.

B. There will be no change in any matter covered by this agreement without the mutual consent of the parties.

C. There will be no change in any matter within the scope of bargaining without negotiations as required by NRS 288.

D. Nothing in this Article shall abrogate or diminish the rights of the City under the Management Rights Article of this Agreement.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 4 | |

## ARTICLE 4 - CITY MANAGEMENT RIGHTS

A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations (except as modified by the terms of this Agreement) include:

1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
2. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2 of NRS 288.150.
3. The right to determine:
    a. Appropriate staffing levels and work performance standards except for safety considerations;
    b. The content of the workday, including without limitation workload factors, except for safety consideration;
    c. The quality and quantity of services to be offered to the public;
    d. The means and methods of offering those services.
4. Safety of the public.

B. Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 5 | |

## ARTICLE 5 - UNION BUSINESS LEAVE

A. Three members of the Union Negotiating Committee may be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of renegotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty.

B. Two members of the Union Grievance Committee may be granted leave from duty for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

C. Whenever department strength permits, Union officials or their designated representatives may be granted leave from duty with or without pay for any reasonable and just cause as may be determined and granted by the Fire Chief.

D. Pursuant to NRS 288.225, which applies to Collective Bargaining Agreements renewed, extended or succeeded by a new agreement after June 1, 2015, a local government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter. The full cost of leave time granted to the Union herein has been offset by the value of concessions made by the Association in the Negotiations of this Agreement in 2016. Specifically, predecessor Collective Bargaining Agreements between the parties provided that the City would contribute on a bi-weekly basis an amount of $45 per employee to the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT, with an understanding and practice that this money would be used to fund a Retiree Premium Subsidy Program. During negotiations of this agreement in 2016, the parties agreed that this bi-weekly payment of $45 per employee will be replaced by a 0.65% base wage increase, beginning on September 1, 2016, as provided for in Article 22. It is believed that this change will result in a reduced cost to the City of Las Vegas.
The amount of that reduction represents a concession made by the Union, the value of which offsets the full amount of union business leave.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 6 | |

## ARTICLE 6 - DUES AND OTHER PAYROLL DEDUCTIONS

A. The City agrees to deduct from and reflect on the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as the employee should designate as his/her Union dues and so certified by the Treasurer of the Union. Such funds shall be remitted by the City to the Treasurer of the Union within thirty (30) days after such deductions.

B. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and all other forms of liability which shall arise out of or by reason of action taken (or not taken) by the City at the written request of the Treasurer of the Union under the provisions of Section A above.

C. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during a period of twenty (20) days each year ending October 20. Such provision will appear on the Membership Application and Dues Deduction Authorization Card. If dues deduction authorization is not revoked during such period, it shall continue for the balance of the contract year or upon termination of employment.

D. Upon written authorization to the City from an employee, the City agrees to deduct on a regular basis from the wages of said employee such sums as he may specify for United Way, I.A.F.F Local 1285 Insurance Trust, any financial institutions or Credit Unions authorized under the City's Automatic Payroll Deduction Program and other miscellaneous deductions agreed upon by the City and the Union. The employees' authorization for the deductions in Paragraph D are revocable at the will of the employee, as provided by law, and may be terminated at any time by the employee by giving appropriate written notice to the City and the Union, where appropriate, or upon termination of employment.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/08/2021 | 1 | 7 | |

## ARTICLE 7 - NO STRIKES

A. The Union agrees that there shall be no strikes under any circumstances. The members of the Union shall continue to furnish efficient service within all areas of assigned responsibility.

B. For the purpose of this Agreement, the meaning of the word "strike" shall be stoppage of work, slowdown or interruption of operations or absence from work upon any pretext or excuse, such as illness, which is not founded in fact.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

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| City | Rolled 02/22/2021 | 1 | 8 | |

## ARTICLE 8 - BULLETIN BOARDS

A. The City shall provide space for Union bulletin boards of the agreed size, to be located in the respective Fire Department buildings and to be used by the Union for the posting of notices of a responsible and reasonable nature concerning Union business and Union activities. The Union may also post notices onto the designated City Computer site. A copy of all material to be posted will be sent to the Fire Chief and/or his/her representative at the time of posting. The material referred to is such items as meeting notices, election results, etc.

B. The Union shall monitor the bulletin boards on a quarterly basis and remove any and all outdated material.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 9 | |

## ARTICLE 9 - RULES AND REGULATIONS

A. The City may adopt and amend Fire Department Rules and Regulations consistent with NRS and this Agreement. These shall be the rules by which the City administers the Fire Department and to which all employees covered by this Agreement are bound.

B. The City and the Union further recognize that the matters covered by the Fire Department Rules and Regulations include subject matter which is subject and which is not subject to mandatory bargaining under the provisions of NRS 288. The City and the Union also recognize that these Fire Department Rules and Regulations are subject to change by the Fire Chief, or his designee, in accordance with the procedure specified below.

C. The City and Union recognize and understand that the Fire Department Rules and Regulations are general in nature and shall not be considered as all inclusive. No inference will be drawn from the absence of a rule in the Fire Department Rules and Regulations.

D. The procedure for changing Fire Department Rules and Regulations will be as follows:

1. Except in the event of an emergency, no rule, regulation nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of ten (10) consecutive days.
2. The City or the Union may request meetings to discuss their views relative to work rules and proposed changes therein. Except in the case of an emergency, said meetings shall be convened prior to the implementation of the rule, regulation, amendment or cancellation.
3. The Fire Chief will issue a written response to all questions raised by the Union. The Union will do the same. These responses are due within three (3) days of the meeting with copies to the City Manager.
4. When the City and the Union are involved with contract negotiations, rules and regulations may be changed as part of that negotiating process.

E. Any dispute arising between the City and the Union concerning any proposed or implemented modification or interpretation of the Fire Department Rules and Regulations shall be subject to the provisions of the Grievance Procedure, including arbitration, in this Contract.

F. Any dispute as to whether or not the subject matter of a proposed or adopted rule or regulation is a mandatory subject of bargaining shall be submitted to the Local Government Employee-Management Relations Board in accordance with procedures outlined by the rules of that Board and NRS 288 prior to it being submitted to arbitration.

G. Except in the event of an emergency no disputed rule will go into effect prior to settlement of the dispute or arbitration award, whichever is earliest.

H. The parties agree that the Fire Department shall have a copy of the current Fire Department Rules and Regulations at each work location. The City will also provide a copy of the current Fire Department Rules and Regulations to any Bargaining Unit member upon request.

I. All operational directives, bulletins, policy procedures, operational notices, memos, and other material relating to the Fire Department Standard Operating Procedures (SOP) shall be issued, and/or made available on computer, in an indexed manual format with pages consecutively numbered, with the date of issue and effective date The SOP Manual, and/or computer file, shall be updated as required. Any changes to the SOP Manual, and/or computer file, shall be issued to the Union thirty (30) calendar days prior to the proposed change. The Union may request that a specific change to the SOPs be submitted as a Rule and Regulation ten (10) days prior to the proposed change. If such a request is made, that SOP change shall be subject to the procedure outlined in Paragraphs D, E, and F of this Article. The Fire Chief shall provide a copy of the SOP Manual and/or computer access to the SOP computer file and all changes to the manual and/or computer file at each work location, three copies to the Union, two copies to the Human Resources Department, and one copy to the City Manager's Office. In addition, if available, the Chief shall provide computer access to the SOP computer file at each work location.

J. Positive Discipline
The City and the Union agree to follow the Fire Department Positive Discipline Program and Procedures as established by the parties. Changes to the Positive Discipline Program and Procedures shall be accomplished in accordance with Paragraphs D, E, F and G of this Article.
Once probation is successfully completed, an employee may only be disciplined for just cause, in accordance with the positive discipline manual.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
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| City | Rolled 02/22/2021 | 1 | 10 | |

## ARTICLE 10 - GRIEVANCE PROCEDURE

A. The Employer and the Union agree that any grievance or dispute which may arise between the parties concerning the interpretation and the application of the expressed provisions of this Agreement shall be settled in the manner shown below. If a dispute involves an established past practice within the Fire Department that would be mandatorily negotiable under the provisions of NRS 288.150, that is not expressly provided for in the provisions of this Agreement, such a dispute may be submitted for resolution as a grievance. In such a case, the dispute shall be processed in the normal fashion to the arbitrator step. The arbitrator selected, if any, shall then first rule on the negotiability of the issue and whether or not the issue was a past practice. If the arbitrator rules the dispute to be arbitrable, the same arbitrator shall hear the merits of the underlying grievance. Actions taken for discharge and/or disciplinary reasons, should a dispute arise, shall be settled through this grievance procedure, beginning at the second step.

B. The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, as long as the action is consistent with applicable state and federal law. Nothing in this Agreement interferes in any way with the City's right to discharge or discipline any employee prior to the successful completion of an initial probationary period. Further, it is expressly agreed that this grievance procedure is not applicable to actions taken for discharge and/or discipline of an employee who has not successfully completed an initial probationary period with the City.

C. The parties agree that a formal grievance shall start when it is a counseling, reprimand or above reduced to writing and presented to the Deputy Chief for resolution. Any informal resolution made by the immediate supervisor, before the grievance is presented to the Deputy Chief, is subject to further review and may be overruled by the Fire Chief. The Department will not discipline an immediate supervisor for any attempt to resolve the matter informally.

D. The matter should first be discussed orally with the employee's immediate supervisor within five (5) calendar days of the occurrence, or the employee having knowledge of the occurrence, of the violation of this Agreement.

1. (Step 1) In the event the matter is not or cannot be resolved to the satisfaction of the employee, by oral discussion with the immediate supervisor, the aggrieved employee shall file a grievance in writing and shall present the written grievance to the aggrieved employee's Deputy Chief, with copies to his/her immediate supervisor, and to the Union within ten (10) calendar days of the occurrence giving rise to the grievance, or ten (10) calendar days of the employee's actual knowledge

of the occurrence. Failure on the part of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude the aggrieved employee from further processing the grievance as provided in Sections 2 through 8 below. The Deputy Chief shall investigate the grievance and respond in writing within seven (7) calendar days of receipt. The employee may meet personally with the Deputy Chief upon request. If a grievant, who is not represented by the Union, requests a meeting, the Deputy Chief will notify the Union four (4) calendar days prior to the meeting and permit the representative to attend. If the Deputy Chief fails to respond within the time limits, the grievance shall proceed to the next step of the grievance procedure.

2. (Step 2) If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 1 above, the aggrieved employee shall, within ten (10) calendar days of receipt of the grievance from the Deputy Chief, or the date when his/her response to the grievance was due, present to the Fire Chief a copy of the written grievance. If the Deputy Chief has not answered the grievance, the grievance shall be deemed to have been delivered to the Fire Chief on the date the Deputy Chief's answer was due. If the Deputy Chief did answer the grievance, a failure on the part of the aggrieved employee to present the grievance, in a timely manner in accordance with the provisions of this Section, shall be deemed an abandonment of the grievance and preclude the aggrieved employee from further processing the grievance as provided in Sections 3 through 8. The Fire Chief, or the Acting Fire Chief, shall investigate the grievance and respond in writing within fifteen (15) calendar days of its receipt. The employee may meet personally with the Fire Chief, or the Acting Fire Chief, upon request. If a grievant, who is not represented by the Union, requests a meeting, the Chief will notify the Union one (1) week prior to the meeting and permit its representatives to attend. If the Fire Chief fails to respond within the required time limits, the grievance shall proceed to the next step.

3. (Step 3) If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 2 above, the aggrieved employee shall, within fifteen (15) calendar days after receipt of the written response by the Fire Chief, present to the City Manager a copy of his/her grievance as provided in Sections 1 and 2 above. If the Fire Chief has not answered the grievance, the grievance shall be deemed to have been delivered to the City Manager on the date that it was due from the Fire Chief. The City Manager, or his/her representative, shall investigate the grievance and respond in writing within fifteen (15) calendar days of its receipt. The grievant may meet personally with the City Manager, or his/her representative, upon request. If a grievant, who is not represented by the Union, requests a meeting, the City Manager will notify the Union one (1) week prior to the meeting, and permit its representatives to attend.

4. If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 3 above, the aggrieved employee may, within fifteen (15) calendar days of the receipt of the City Manager's answer to his/her grievance or within fifteen (15) calendar days of when

the answer was due, request that the matter be submitted to final and binding arbitration by written notification to the Director of Human Resources. Failure on the part of the aggrieved employee to do so shall be deemed to be an abandonment of the grievance and shall preclude the grievance from any further consideration. The representatives of the parties shall meet for the purpose of selecting an impartial arbitrator within ten (10) days from the date of notification by the aggrieved employee that the matter is to be submitted to binding arbitration. If the parties are unable to agree on an impartial arbitrator within that ten-day period, the parties, or a party acting jointly or separately, shall request the American Arbitration Association to submit a panel of seven arbitrators. To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternately strike one name each, with the last remaining name becoming the arbitrator. The party seeking arbitration shall strike the first name. The parties must meet to strike names within ten (10) days of receipt of the list of arbitrators from the American Arbitration Association.

5. Any dispute, claim or grievance submitted to final and binding arbitration under the provisions of this Article shall be in accordance with the voluntary labor arbitration rules of the American Arbitration Association. All costs for the arbitration services shall be shared equally by both parties to the arbitration. Any party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own costs of preparing their case, attorney fees, witness fees, and any other expense they incur individually.

6. Whenever any grievance is submitted in writing, it shall be distributed as follows by the aggrieved: (1) Deputy Chief; (2) Director of Human Resources; (3) President of the Union; and (4) employee's copy.

7. The time limits specified in Paragraphs 1 through 4 may be extended by written agreement of the grievant or his/her representative and the City's authorized representatives at that step of the grievance process.

8. In computing any period of time described or allowed in the grievance procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

9. The aggrieved employee shall have the right to be represented by members of the Union or its attorney at all levels of the grievance procedure, except during the initial consultation with the employee's immediate supervisor specified in Paragraph D of this Grievance Procedure. The employee shall be present, except in the event of an emergency. The employee retains the right to proceed on their own behalf without the representation by the Union, and shall have the right to be represented by licensed Nevada legal counsel at all levels of the grievance procedure. If the Union is not the employee's representative, the appropriate Union representative shall be afforded the opportunity to be present at any discussions between the

employer and the employee wherein settlement of the grievance is discussed. Settlements reached shall not be inconsistent with the provisions of this Agreement. The Union must expressly agree to any proposed settlement of a grievance. Should the Union believe that a proposed settlement made by an individual employee and the City is inconsistent with the provisions of this Agreement, the employee or the Union can request the matter proceed to the next level of this procedure; all normal timelines shall apply. In those cases where the Union has declined to agree to a proposed settlement and the matter proceeds to a next step, both the employee and the Union shall be afforded party status.

10. The Union shall provide the Director of Human Resources with a list of names of all persons authorized to act on behalf of the Union, and shall also provide the Director of Human Resources with written notification of any changes to such list within ten (10) days of said change.

11. "Day" shall be defined as calendar day.

E. If a grievance is filed regarding a disciplinary matter, the City shall provide to the Union, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employment personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.

The Union or the City may also make a request for the production of additional documents, recordings, and/or other evidence that are related to a grievance. The request shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

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## ARTICLE 11 - PERSONNEL REDUCTION

A. The City and the Union agree that a reduction in force of personnel, as it pertains to employees in positions of an indefinite duration which are abolished and which are covered by the provisions of this Contract, shall be as follows:

Competition for retention shall be limited to employees holding positions in those classifications.

Competition for retention in employment in classification and position shall be based on seniority of service within that classification and position with the City. The order of reduction in force within a classification shall be:

a. Temporary employees
b. Probationary employees
c. Regular employees in reverse order of their seniority within a classification.

All personnel who are affected by a reduction in force shall have the right to receive a reduction in classification and position to a lower classification/position that they are qualified to fill through previous service in that classification/position.

All personnel involved in a reduction in a classification and position shall have the opportunity to return to the position from which the employee was reduced before any other person shall be promoted to that position in that same classification and position.

Any employee terminated under the provisions of this Article shall have the opportunity to return to work before any new employee is hired. Previous employees shall be notified via email and telephone and shall respond within fourteen (14) calendar days of notification via email or in person that they are accepting the offer of re-employment on the date specified in the offer. Employees will remain on the rehire list for thirty-six (36) months from the date of the employees' layoff.

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## ARTICLE 12 – NOTIFICATION

A. The City and the Union agree that all written correspondence between the City and the Union will be done to and through the Union President and the Fire Chief, with a copy to the City Manager, regarding all matters that concern this contract.

B. Upon written request of the employee to the Fire Chief, the Union shall be furnished with a copy of any Union member's discharge notice, written warning, written reminder, suspension, complaint, personnel evaluation, performance tracking worksheet, incident report, and/or any similar report within five (5) days of request. The Union shall have the opportunity to comment in writing on any of the aforementioned items and have said comments attached to the report in question, unless the employee involved requests otherwise.

C. The employer shall, as needed, provide the Union the name and classification of each new hire who would be eligible to be a member of the Union. The City shall provide the Union the name and classification of each eligible member of the Union who terminates or is placed on a non-pay status for longer than thirty (30) calendar days within three (3) days of the end of the pay period in which such action takes place.

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## ARTICLE 13 - SENIORITY LIST

A. The City and the Union agree that a seniority list showing date of hire and date of last promotion shall be established and brought up-to-date by October 1 of each year and posted on the Fire Department bulletin boards. For the purposes of, but not limited to, transfer, examinations, and vacations, if no one protests seniority shown on their behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new or corrected seniority list.

B. Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty (30) day duration.

C. Seniority shall be defined as the length of continuous service within the Fire Department.

D. Departmental seniority shall be determined by:

1. Date of employment
2. Hiring order as determined by the Fire Chief
3. Date of original application
4. Time stamp of original application

In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not conclusive, factor 3 shall govern. If factor 3 is not conclusive, factor 4 shall govern.

E. In-grade seniority for positions normally filled by promotional examinations shall be determined by:

1. Date of promotion
2. Order of promotion as made by the Fire Chief
3. Departmental seniority

F. Departmental seniority shall prevail when comparing the seniority of employees in unlike classifications.

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## ARTICLE 14 - ANNUAL LEAVE

PART 1 - ACCRUAL

A. Effective July 2, 2017, Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue bi-weekly from the date on duty to all employees, except those employed on a temporary basis, in an amount equal to:

56-Hour Personnel

| Years of Continuous Service | Accrued Shifts | Bi-weekly Hours |
|---|---|---|
| 11 years through 15 years | 288 Hours | 11.08 |
| 16 years or more | 312 Hours | 12 |

40-Hour Personnel

| Years of Continuous Service | Accrued Shifts | Bi-weekly Hours |
|---|---|---|
| 2 years through 10 years | 120 Hours | 4.62 |
| 11 years through 15 years | 190 Hours | 7.31 |
| 16 years or more | 205 Hours | 7.88 |

B. For employees hired prior to July 1, 2013, annual leave may be accumulated to a maximum of two and one-half the current annual earning rate. For employees hired after July 1, 2013 annual leave may be accumulated to a maximum of two times the current annual earning rate. During the calendar year, and annual leave which exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year.

C. Upon approval of the City Manager, employees may be advanced annual leave. Advanced annual leave will not normally exceed one-half of the employee's annual accrual.

D. An employee who has taken advanced annual leave beyond that accrued at the time of termination shall make restitution for such leave either by deduction from any amount owed him or by cash refund.

E. Employees normally assigned to a 56-hour work week who are involuntarily assigned to a 40-hour work week assignment will continue to receive annual leave in accordance with the 56-hour work week provision.

F. Employees who are in non-pay status for any part of the pay period shall have their annual leave accumulation reduced on a prorated basis.

G. Upon termination of employment, each eligible employee shall be compensated at his/her regular hourly rate for all unused vacation hours.

H. Fifty six (56) hour employees may elect to exchange up to ten (10) shifts of annual leave for ten (10) shifts pay, and forty hour (40) employees may elect to exchange up to sixteen (16) shifts of annual leave for sixteen (16) shifts pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.

PART 2 - USE AND SCHEDULING

A. Applications for annual leave must be approved in advance of taking leave.

B. Vacation hours will be charged as used, hour for hour. An employee shall be paid at his/her regular hourly rate for each hour of vacation time taken.

C. For forty (40) hour work-week personnel, holidays, as enumerated in this agreement, occurring within the vacation period will not be counted against vacation hours.

D. A shift for non-combat personnel shall be defined in Article 24. A shift for combat personnel shall be defined as one (1) 24-hour period.

E. For scheduled vacations which begin on or after January 1, 1985, employees may select and take their annual leave subject to the following:

1. A vacation shall consist of two (2) or more separate periods consisting of at least two (2) normal work cycles within the calendar year. A normal work cycle is the employee's normal work week or the two (2) consecutive 24-hour shifts off-duty periods for the fire suppression division.
2. Vacation schedules will be developed by using five (5) rounds of requests.
3. Vacation leave seniority standby will be exercised after the five rounds have been completed and posted.
4. All vacations shall be scheduled to commence on the beginning of a normal work cycle.
5. Employees must submit their vacation requests to their division head or the designated vacation coordinator prior to the 15th of November. Vacation schedules will be compiled and distributed prior to the 15th of December.
6. Approval of selected dates for vacation will be based on the departmental seniority, with the employee with the highest departmental seniority in their respective division or on their respective platoon given preference over those with lower seniority.
7. The number of employees of a particular rank allowed off at any one time may be limited to the number of qualified replacements available for service.
8. Employees that desire to take annual leave in addition to the scheduled vacation should submit a request to their division head at least three (3) working days prior to the requested date. Annual leave requests will be considered for approval by application of the following factors:

a. The number of positions available as determined by subtracting the number of positions scheduled for vacation from the positions allowed off for vacation at any one time.
b. The date the request was received.
c. The number of qualified replacements available for the rank of the requesting employee.
d. Departmental seniority as indicated in item 8 above.

9. Employees are responsible for making certain that they will not have an excess of maximum allowable accumulated annual leave at the end of the calendar year. The City shall not be responsible for making up any time forfeited at the end of the year that is caused by an individual taking insufficient vacation time.

10. Emergency annual leave shall be granted upon the notification to the appropriate immediate supervisor of the need for emergency annual leave. The leave must be approved by the on-duty Battalion Chief or other appropriate personnel in non-suppression divisions, prior to the employee leaving the work location. Employees who need to get approval for Emergency Annual Leave prior to reporting to duty for their scheduled shift shall get said approval from the on-duty Battalion Chief, or other appropriate personnel in non-suppression divisions. Emergency Annual Leave may be granted only if all available annual leave positions have been previously allotted, and the request is as a result of a condition which could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy, and the immediate personal attention of the employee is absolutely required to protect the health, safety, and/or welfare of the employee or the employee's immediate family.

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## ARTICLE 15 – HOLIDAYS

A. The City and the Union agree that the holidays shall be:

| | |
|---|---|
| New Year's Day | Nevada Day |
| Martin Luther King's Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Employee's Birthday |

B. Any day that may be declared a holiday by the President of the United States, the Nevada Governor, or the Mayor of the City of Las Vegas.

C. If any of the above holidays fall on Sunday, the following Monday shall be considered as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the holiday.

D. All full-time employees who are in positions that are manned on a 40-hour week, Monday through Friday basis, shall be entitled to time off on such holidays. Employees who work or are called back shall be paid in accordance with the overtime provisions of this contract.

E. All full-time employees in positions which are manned on a 24-hour per day basis who work on a holiday as part of their regular work schedule, or whose regularly scheduled day off falls on a holiday, shall receive compensation in cash for the holiday as follows:

1. Twelve (12) hours if they are on a 40-hour per week work schedule.
2. Sixteen (16) hours if they are on a 56-hour per week work schedule.

F. Employees may have the option to select on a yearly basis in July by written authorization to the Department that they prefer to have their holiday time and/or birthday credited to their annual leave account to be used in accordance with the provisions of Article 14 - Annual Leave.

G. All full-time employees, in order to be entitled to a holiday or holiday pay, shall be on full pay status on their scheduled work day immediately preceding and immediately following such holiday.

H. Employees normally assigned to a 56-hour work week who are involuntarily assigned to a 40-hour work week assignment will continue to receive holiday compensation in accordance with the 56-hour work week provisions.

I. Floating birthday holidays shall be used in lieu of any scheduled and approved annual leave shift by the employee making the appropriate entry on his or her time card. Employees shall be credited with their floating birthday holiday at the beginning of the pay period in which their birthday occurs. The floating birthday holiday must be used within the following 12 months. Employees may also take their Birthday Holiday as cash on an hour for hour basis, during the pay period on which their birthday falls.

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## ARTICLE 16 - SICK LEAVE

The City and the Union agree that the following sick leave provisions shall apply to the classifications covered under this contract.

A. All full-time regular employees shall accrue eleven and eight hundredths (11.08) hours bi-weekly for 56 hours per week personnel and four (4.0) hours bi-weekly for 40 hours per week personnel.

B. Sick leave may only be used by employees who are:

1. Incapacitated from the performance of their duties, by illness or injury, or
2. Whose attendance is prevented by public health requirements, or
3. Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor (up to a maximum of five (5) calendar days per occurrence),
4. Who are required to absent themselves from work to attend the funeral of a member of their immediate family (up to a maximum of five (5) working days per occurrence),
5. Who are required to absent themselves from work to personally care for a member of their family in medical emergencies as substantiated on the leave slip upon approval of the Fire Chief.
6. No employee shall be entitled to sick leave while absent from duty because of a disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

C. All sick leave shall be approved by the Fire Chief or his/her designated representatives. Employees who do not become ill on the job shall call in, as required by the work rules, before the beginning of their shift when using sick leave.

D. Any full-time employee who has exhausted his/her accumulated sick leave may be granted leave without pay.

E. Immediate family shall be defined as the employee's spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister.

F. Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

1. Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above.

2. Certificate of Recovery and Fitness: A Certificate of Recovery and Fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for three (3) or more consecutive scheduled working days if the employee is requested to do so by the Fire Chief or his/her designee. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work. The Fire Chief or his designee can require that an employee submit a Certificate of Recovery and Fitness because of extensive use of sick leave. "Extensive" shall mean in excess of six (6) incidents of sick leave usage in a 12-month period.

G. Employees shall report to work if recovery from illness is made during the normal work hours. Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the Fire Chief or designee of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave usage, or other such activity when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Fire Chief or designee.

H. Accumulation of unused sick leave.

1. For 56-hour personnel:
The maximum accumulation of sick leave for employees hired before July 1, 2013, shall be 2,304 hours (96 shifts), except for those persons who had accumulated 2,304 or more hours on July 5, 1981, in which event the maximum shall be the total accumulated on July 5, 1981. For 56-hour personnel hired after July 1, 2013 the maximum accumulation of sick leave shall be 1,920 hours (80 shifts).
2. For 40-hour personnel:
The maximum accumulation of sick leave shall be 840 hours, except for those persons who had accumulated 840 or more hours on July 5, 1981, in which event the maximum shall be the total accumulated on July 5, 1981.
3. Those currently exempt from an accumulation maximum under the 1980-81 contract shall remain exempt from a sick leave accumulation maximum.

I. Compensation for Unused Sick leave an employee shall receive payment for unused sick leave which has accrued, after five (5) years continuous full-time service. Payment shall be as follows:

1. For all sick leave hours accrued up to July 1, 1976, payment shall be based on the following formula:
One-half (½) of the employee's accrued sick leave hours divided by twenty-four (24) or eight (8) in case of 40 hours per week personnel and paid at a daily rate equivalent to one-tenth (1/10) of the employee's bi-weekly base salary including longevity. The formula is as follows:

T = Total sick leave hours accumulated
S = Bi-weekly salary
T divided by 2 divided by 24 (or 8) x 1/10 (S) = Payoff

For all hours earned after July 1, 1976, through July 3, 1981, payment shall be computed as follows:
One-half (½) of the employee's accumulated sick leave hours times the employee's hourly rate of pay including longevity up to twenty (20) years of service. EXAMPLE: 288 hours divided by 2 x $6.97 hr. = $1,003.68

After twenty (20) years employment with the City, upon retirement, death, or as a result of a disability resulting in mandatory separation from City employment, employees will be paid for their accumulated sick leave at their current hourly rate plus longevity up to a maximum of 2,304 hours or individual cap plus any current accumulation.
In the event of death, the sum will be paid to the beneficiaries designated on the "Designation of Personal Representatives" form in the Human Resources Department. Sick leave hours shall be used on a First In - First Out (FIFO) accounting method. This means all hours accumulated prior to July 1, 1976, shall be used first.
3. For hours earned after July 4, 1981, payment shall be computed as follows:
On the first payday of December of each year, the City shall "buy back" one-half of all sick leave hours accrued but not used above the 2,304 hour maximum payoff limit, or above the individual payoff limit, whichever is applicable, during that calendar year by said employees. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "Bank" of the employee, but shall not be eligible for pay-off at anytime, including separation. Sick leave "Bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees with more than 2,304 hours of sick leave accrued as of July 5, 1981, shall have their July 1, 1981, accrual as their maximum payoff limit. If an employee's accrual drops below the July 1, 1981, payoff limit, that accrual becomes the employee's new maximum limit. Should the accrual of any such employee be reduced to 2,304 hours or less, the employee shall then be included under the 2,304 hour maximum payoff provision. For accounting purposes, these employees shall have sick leave charged to their account on a Last In, First Out (LIFO) basis as long as their accrual remains above 2,304 hours or the July 5, 1981, balance. Should their accumulation drop to 2,304 or less, their sick leave will then be charged on a First In, First Out (FIFO) basis. Those hours that are eligible for payoff, upon separation, shall be paid as stipulated in Paragraph (I)2. of this Article. Those employees with twenty (20) years or more service as of July 1, 1980, and all Supervisory Employees as of July 1, 1980, shall be exempt from the accumulation limit provisions of Paragraph H.
4. A conversion factor of 1.4 shall be used to transfer sick leave benefits when reassigned from 40 hour work week to a 56 hour work week or vice versa.
EXAMPLE: 40 hour work week transfers to a 56 hour work week:
Conversion factor
Balance of 150 hours x 1.4 = 210 hours

56 hour work week transfers to 40 hour work week
Conversion factor
Balance of 210 hours divided by 1.4 = 150 hours

If an employee of the bargaining unit uses no more than five (5) shifts of sick leave in a year, he/she shall receive three (3) bonus shifts to be added to his/her annual leave. If an employee of this bargaining unit uses four (4) or fewer shifts of sick leave in a year, he/she shall receive four (4) bonus shifts. The employee shall request in writing his/her option to be paid in cash for one or more shifts and has the option of taking part of his/her bonus shifts in cash and part as regular annual leave shifts. This request shall be submitted by the end of the first pay period in June for payment during the next pay period. This request shall be honored subject to the needs of the City.

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## ARTICLE 17 – WAGES

A. The City and the Union agree that the wages paid eligible members shall be 17% above the salary grade for Fire Captain as identified in the contract between the City of Las Vegas and the International Association of Firefighters, Local 1285, non-supervisory bargaining unit.
The City agrees to pay eligible members contribution to the Public Employees Retirement System ("PERS"). Any increase to the Public Retirement System contribution rate above the rate of 37% will be shared by the City and the employee, each paying 50% increase as determined by PERS. For all non-early retirement classifications covered by this contract, the PERS contribution increase that was effective in 2011, and any future increases shall be shared equally by the City and employee

B. Employees assigned to a permanent 40-hour position, excluding the paid meal period, shall be paid an incentive payment equal to seven (7%) percent of the top step of the salary grade to which members of this unit are assigned. This seven (7%) percent incentive payment will be divided by 26 and included with the employee's regular bi-weekly pay.

C. Employees assigned by the Fire Chief and approved by the Deputy City Manager from a 56-hour work week to temporary 40-hour work week assignments of less than one year which would cause that employee a loss of Holiday Compensation may be compensated by the payment of Holiday Compensation at the employee's normal 56-hour base pay plus longevity rate for all holidays occurring during the temporary 40-hour assignment. Employees who are on a voluntary Transitional Work Assignment are excluded.

D. An employee who has been officially designated by the Fire Chief and approved by the Deputy City Manager to assume responsibilities outside of the normal job duties of the employee's regular classification requiring increased responsibility and/or technical expertise will be compensated ten percent (10%) of their base rate of pay, plus longevity for a maximum of thirteen (13) pay periods in any twenty-six (26) pay periods. Approvals must be granted in advance and must be for specific pay periods. This is not intended to change or negate acting pay for permanently assigned suppression or support personnel acting within those divisions.

E. The City of Las Vegas and the International Association of Firefighters, Local 1285, do hereby agree to a twenty-eight (28) day work period for the computation of Fair Labor Standards Act overtime, to be effective on or before April 15, 1986. As defined within the Fair Labor Standards Act, the hours of overtime computation governed by this agreement shall be those hours in excess of two hundred and twelve (212) hours per twenty-eight (28) day work period.

F. Effective June 23, 2002, the City will contribute, on a monthly basis, the same amount identified in the contract between the City of Las Vegas and the International Association of Firefighters Local 1285, non-supervisory bargaining unit per employee, per month, to the Las Vegas Firefighters Health and Welfare Trust.

**G. Effective July 01, 2021 eligible employees will receive a Cost of Living Adjustment (COLA) of two and one-quarter percent (2.25%)**

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## ARTICLE 18 – LONGEVITY

A. Eligible employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. This longevity plan shall become effective on the hiring anniversary date of covered employees. Overtime or any other incentive payments shall not be considered in the calculation of longevity pay.

B. Employees hired after July 1, 1980, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

C. Employees hired after January 1, 2003, shall receive longevity pay on the following basis: upon completion of ten (10) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached.

D. Employees hired after July 1, 2013 shall not be eligible for the longevity pay which shall continue to be applicable to employees hired before July 1, 2013. Instead, for employees hired after July 1, 2013, Step 1 shall be increased by an additional two and one half percent (2.5%), and, there shall be an additional step added, which will be listed as Step 11, and which shall reflect a three percent (3%) pay increase above Step 10. The specified change to Step 1, and the creation of the new Step 11, shall be reflected in the City of Las Vegas Fire Classified Salary Schedule, which is attached hereto and incorporated thereby as Attachment B of this agreement.

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## ARTICLE 19 - ACTING PAY

A. The City and the Union agree that any employee who has been officially designated by the Fire Chief or his designated representative to assume temporarily the full responsibilities of an established position of a higher grade for four (4) hours for those assigned to a 56-hour work week or four (4) hours for those assigned to a 40-hour work week or more shall be paid five percent (5%) or the minimum of the new classification assumed whichever is greater as acting pay.

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## ARTICLE 20 - TRAVEL PAY

A. Eligible members shall normally receive travel pay at the rate of twenty-five cents (25¢) per mile for any travel required to be performed in the member's personal vehicle after reporting to duty at an assigned duty location. Those personnel affected by a daily transfer shall receive travel pay at the rate of twenty-five cents (25¢) per mile or five dollars ($5) per shift, whichever is greater. Travel pay shall be paid on a monthly basis.

B. Travel pay requests shall be submitted to the employee's immediate supervisor for approval and forwarded to the City's Finance and Business Services Department through departmental channels no later than the 10th day of the following month. Travel pay will be reimbursed on the employee's normal payroll check.

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**ARTICLE 21- COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS**

A. The City and the Union agree that all eligible members shall be covered by a workmen's compensation program of the City's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act, and that provides for payment of accident benefits and compensation for partial and total disability arising from injuries and occupational diseases.

B. Should an employee suffer a service-incurred accident or illness, and the employee's present gross salary, excluding overtime, is not entirely protected under the provisions of the workmen's compensation program, the City will pay to the employee an amount equal to the difference between the compensation received and the employee's then present gross salary, excluding overtime, for a period of one calendar month from the first day of absence due to illness or injury. The City may continue this maintenance of income at full or partial pay for periods of thirty (30) days up to a maximum time limit of sixty (60) months.

C. Before the City grants these benefits, the employee shall comply with the normal and reasonable administrative procedures established by the City. At the time an application for benefits is filed, and as may reasonably be required thereafter, the City may request at its option and expense that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of the medical findings and the physician's opinion as to whether or not the employee is able to perform the employee's normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee be available for Transitional Work Assignment as soon as possible after release by a qualified physician, which may be either City or employee appointed. In the event of a difference of opinion between qualified physicians, the employee shall be entitled to have the issue resolved in accordance with the Civil Service Rules.

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**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 22 | |

## ARTICLE 22 - MEDICAL BENEFITS

A. The City and the Union agree that the City will pay part of the cost of the employees' and dependents' hospitalization and health insurance plan as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT.
The City will contribute the same amount contributed by the City to employees covered under the non-supervisory contract between the City and Local 1285.

B. All communications concerning health and welfare plans and coverage by the Firefighters to the City shall be directed to the Director of Human Resources Department. Any request for increased insurance premiums shall be accompanied by a financial statement showing the various benefit costs, employee vs. dependent, on a total and on a line item basis. The Union agrees that it will provide the City, upon request, within forty-eight (48) hours, copies of all written correspondence between the Trustees, the Trust Administrator, and the Union.

C. The City agrees to deduct from the paycheck of each employee in the bargaining unit and the Union who has signed an authorized payroll deduction card such amount as the employee may designate as dependent insurance coverage and/or amount designated as insurance coverage in excess of that provided in the first paragraph of this Article. All such insurance funds shall be remitted by the City to the LAS VEGAS FIREFIGHTER HEALTH AND WELFARE TRUST AGREEMENT within one (1) month after deduction.

D. The Union agrees to indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 23 | |

## ARTICLE 23 - UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF

~~A.~~ The City and the Union agree that:

**~~1.~~** The City shall provide an annual uniform allowance of one thousand five hundred dollars ($1,500) to all personnel covered by this Agreement, to buy and maintain work and dress uniforms as prescribed by the Fire Chief. Such allowance shall be paid in quarterly increments beginning with the first payday in July 2019, by a check separate from the normal payroll check. New hires covered by the Agreement shall be paid on a monthly-prorated basis after (6) months employment minus the cost of the Class B uniform initially issued.

**~~2.~~** The City shall provide the initial issue of cap and badge. Replacement of these items will be the responsibility of the individual.

**~~3.~~** The City shall provide all combat and safety equipment as it deems necessary.

**4**. Uniforms and combat safety equipment shall only be worn or used on official Fire Department business or as authorized by the Fire Chief and specified in the Department Rules and Regulations.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 24 | |

## ARTICLE 24 - WORK DAY, WORK WEEK

A. The City and the Union agree that the workday, work week, including paid meal period(s) for 56-hour personnel and excluding the meal period for 40-hour personnel, shall be as follows:

| Classification | Normal Work Day | Normal Work Week | Bi-Weekly Hours |
|---|---|---|---|
| Fire Battalion Chief assigned to Support Services | 8 hours** | 40 hours | 80 |
| Battalion Chief assigned to Hazardous Materials | 8 hours** | 40 hours | 80 |
| Battalion Chief assigned to EMS | 8 hours** | 40 hours | 80 |
| Fire Battalion Chief (Currently 48 on/96 off) | 24 hours | 56 hours* | 112 |
| Supervisor of Fire Investigation | 8 hours** | 40 hours | 80 |
| Fire Communication Supervisor | 8 hours** | 40 hours | 80 |
| Battalion Chief assigned to Drillmaster | 8 hours** | 40 hours | 80 |
| Battalion Chief assigned to Fire Training | 8 hours** | 40 hours | 80 |
| Deputy Fire Marshal | 10 hours or 8 hours | 40 hours | 80 |

*Averaged annually

**May be averaged weekly to accommodate any alternate work schedule approved by the Fire Chief.

B. All personnel required to work longer than their normal bi-weekly hours shall be paid overtime on a time and one-half (1½) hourly rated basis, based on their bi-weekly rate of pay including longevity.

C. When the Fire Chief, or his/her designated representative, believe that it is necessary to call out one or more members of the department, eligible members called shall be paid overtime on a time and one-half (1½) rated basis. Said employee shall be paid for a minimum of four (4) hours, regardless of having worked less than four (4) hours. However, in the event the period of call-out extends into the employee's normal working shift, such employee shall be paid for the time actually worked in addition to his normal working shift. If the period of call-out exceeds four (4) hours, the employee shall be paid for the amount of time actually worked.

D. An employee who works less than four (4) hours on the initial four-hour period and is then called out a second time during the initial four-hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours from the first call-out, the employee shall be paid for a minimum of four (4) hours for each call-out, except as provided in the previous paragraph.

E. A shift shall be defined as the employee's normal workday.

F. The department may temporarily assign 56-hour personnel to a 40-hour work week for the purpose of completing department required training. Employees temporarily assigned to a 40-hour work week will continue to receive annual leave, sick leave, and holiday pay, in accordance with the 56-hour work week provision. This temporary 40-hour assignment shall be limited to 21 consecutive calendar days in a 12-month period.

G. Whenever it is necessary to staff the Suppression Battalion Chief position using overtime, offers will be made in the following order:

56 hour Battalion Chiefs
Actors from the Battalion Chief eligible list

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | 02/22/2021 | 1 | 25 | |

## ARTICLE 25 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

A. Maternity/Paternity/Adoption Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. Additional maternity/paternity or adoption leave or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager. Employees may use accrued sick leave for maternity/paternity or adoption purposes, provided such sick leave meets all the requirements set forth in this contract.

B. Military Leave

Whenever a Full-time employee enters the Armed Forces of the United States, the following shall apply:

The employee shall be granted military leave without pay for the duration of the employee's active service.

Any employees so granted military leave, who are later discharged as a result of disability from the Armed Forces shall be restored to their
former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable, and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.

Persons who are employed to fill positions vacated as a result of the employee being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the employee is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this agreement.

Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty and whose normally scheduled workdays do not include a weekend day shall be granted military leave for a period not to exceed fifteen (15) work days in any one calendar year**, or if an employee works weekend, then they shall be granted 39 days in any one calendar year**. Any employee meeting the criteria above whose normally scheduled workdays includes a weekend days, shall be granted military leave for

a period not to exceed thirty-nine (39) calendar days in any one calendar year. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty. Employees are required to furnish copies of all orders directing training, along with their request for time off. Employees who are excused from work are required to report back to their Fire Department duty station upon completion of the Military Training Session.
When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

C. Court Witness or Jury Duty Leave
Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding shall receive their regular City pay, less any jury or witness pay. Those persons who are called as witnesses, or who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in Civil proceedings unrelated to City business.

D. Leave Without Pay
Leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.
Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.
Continuous leave without pay for periods in excess of thirty (30) days must be approved by the Fire Chief and the City Manager.
Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of annual or sick leave, seniority, and longevity if applicable, and may be credited for purposes of completion of probation and/or salary increases upon recommendation of the Fire Chief and approval of the Director of Human Resources Department and the City Manager.

E. Application and Examination Leave
An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional or transfer opportunities within the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor.

F. Blood Donor Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive or special need. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

G. Catastrophic Leave

1. When an employee suffers a catastrophic illness or injury, and they have exhausted all accrued sick leave as a result the employee may file a request for donations of Birthday Holiday and/or annual leave with the Union.
2. The request must be accompanied by:
A medical statement from the attending physician, explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work. Evidence of approval of leave from the Fire Chief or his designee.
3. A committee appointed by the President of the Union will review the request to verify the employee's eligibility to receive leave donations.
4. The Union will conduct the solicitation of donations and will be limited to an information-only solicitation. Solicitations will be conducted for a three-week (3) period of time and all donations will be submitted to the Union on a form provided by the Union.
5. The minimum donation is twelve (12) hours per donation request. The donating employee must have a balance of at least forty (40) hours after the donation. Donations can be made from the donor's annual leave, sick leave, or Birthday Holiday. Sick leave donations will only be allowed from the employee's compensable hours. Compensable hours would be those that the employee would receive cash payment for upon separation from City employment. Employees with less than five (5) years of service are not eligible to donate sick leave. Employees with more than five (5) years of service but less than twenty (20) years of service will have fifty percent (50%) of their non-surplus sick leave donation credited to catastrophic leave and the remaining fifty percent (50%) will be credited to the employee's surplus bank hours. Employees with more than twenty (20) years of service will have 100% of their non-surplus sick leave donation credited to catastrophic leave. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in Article 16 – Sick Leave.
6. The Union will forward donations to the treasurer's office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain as the recipient's.
7. Eligible employees:
    a. The Catastrophic Leave Program is available to all employees covered in this Agreement.

b. Employees must be off probation and/or at least be employed by the Fire Department for six (6) months prior to becoming eligible for the Catastrophic Leave Program.

c. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing the duties of his/her job, (i.e., hospitalized or homebound). The illness or accident cannot be a result of an illegal act, nor can it be intentionally self-inflicted."

8. That the parties agree that should any problem or abusive practice arise in the administration of this Paragraph, then the parties agree to meet to facilitate the administration of the program or to eliminate any abusive practices.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 26 | |

## ARTICLE 26 - POLYGRAPH EXAMINATIONS

A. No member shall be compelled to submit to a polygraph examination against his will.

B. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination.

C. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Las Vegas does not compel fire safety personnel to submit to polygraph examinations."

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 27 | |

## ARTICLE 27 - SAFETY AND HEALTH ADVISORY COMMITTEE

A. The City agrees to establish and maintain a Departmental Safety and Health Advisory Committee, comprised of not more than three (3) representatives by the City and the Union each. The City shall submit to the Union and the Union to the City the names of their respective representatives within thirty (30) days of the implementation of this contract.

B. The Committee will meet a minimum of once every thirty (30) days for the purpose of inspecting, investigating, and reviewing health and safety conditions concerning bargaining unit employees.

C. The Committee or any of its representatives shall submit to the Fire Chief and the Union President, reports concerning safety and health conditions of the bargaining unit employees.

D. The Fire Chief shall correct any life or health hazard.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 28 | |

## ARTICLE 28 - EMERGENCY MEDICAL INCENTIVE PAY

~~A~~. The City and the Union agree that members of this Bargaining Unit must obtain and maintain valid certification from the accredited authority for the state of Nevada Emergency Medical Technician (EMT) certification. Effective October 4, 2002, the salary schedule for the non-Supervisory Bargaining Unit was increased by five (5%) percent to compensate for this certification. Current employees who are not EMT certified within one year of the signing of this contract will have their compensation reduced by five percent (5%).

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 29 | |

## ARTICLE 29 - METHOD OF EMPLOYEE CLASSIFICATION

A. The method used for determination of bargaining unit for classified employees employed by the City of Las Vegas Fire department shall be the method described in NRS 288.170.

B. The Human Resources Department will notify the President of IAFF Local 1285 when a new classification is developed by the City and within the Las Vegas Fire Department. After bargaining unit determination is final and the bargaining unit is within the Supervisory or Non-Supervisory bargaining unit represented by IAFF Local 1285, such negotiations as required by NRS 288 shall commence between the City and the Union. Bargaining unit determination and negotiations shall be finalized prior to the City submitting the new classification to the Civil Service Board for approval.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | Rolled 02/22/2021 | 1 | 30 | |

## ARTICLE 30 - SAVINGS CLAUSE

A. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

B. Should any provision of this Agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

C. Should any party fail to give notice to the other party that it desires to commence negotiations with regard to the provision that was held or determined to be illegal or void within twenty (20) days of said party having knowledge that a provision was held or determined to be illegal or void, the party shall lose the right to commence negotiations concerning the substance thereof.

D. This Agreement is the entire Agreement of the parties, terminating all prior Agreements.

**TA'd: _____ IAFF 1285**

**TA'd:_____CLV**

**DATE: Rolled 22 February 2021**

| FROM | DATE/TIME | VERSION | ARTICLE | SECTION(s) |
|---|---|---|---|---|
| City | 02/22/2021 | 1 | 32 | |

## ARTICLE 32 - DURATION OF AGREEMENT

A. This Agreement shall become effective July 01, 2021, at 0001 hours and, subject only to any reopener specifically provided for in this agreement, shall run in full force and effect until June 30, **2022** at 2400 hours.
B. This Agreement shall be renewed in accordance with the time limits and procedures established in NRS 288.
C. Amendment of any Article may be mutually agreed upon and shall become effective on the agreed upon date.
D.NRS 288 procedures for impasse shall apply.

_____
DATE

CITY OF LAS VEGAS

BY:_____
Jorge Cervantes, City Manager

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285
Supervisory Unit

BY:_____
Todd Ingalsbee, President

Attest: _____
CITY CLERK By: LuAnn Holmes

Approved as to Form: _____
By: Morgan Davis, Assistant City Attorney

**IAFF 2021-2022 Tentative Agreement**
**Estimated Fiscal Impact**

| | Projected Cost |
|---|---|
| 2.25% Cost-of-Living Adjustment (COLA)[1] | 1,999,054 |
| TOTAL | 1,999,054 |

[1] *Projected cost of COLA includes base wage, longevity, and PERS impact. Does not include other supplemental pays or vacant positions.*

# IAFF (LOCAL 1285) TENTATIVE AGREEMENT

April 7, 2021



Submitted at City Council
Date: 4/7/2021 Item: 42
Submitted by: Staff

# Background

- IAFF bargaining unit covers approximately 702 employees (Fire)
- Negotiations started on February 8, 2021
- Agreement was reached after second meeting, on February 22, 2021
- **One-year agreement: 7/1/21 – 6/30/22**

# Wages

- 2.25% base wage increase for all employees

# Fiscal Impact

Estimated cost of 1-year agreement: $1,999,054

# Recognition

The City would like to thank the IAFF Negotiating Team:

- Todd Ingalsbee
- James Suarez
- Cory Whitlock

# Questions / Comments?

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**43**

**DEPARTMENT: City Manager** **DISCUSSION**
**DIRECTOR: Jorge Cervantes**

**SUBJECT:**
ADMINISTRATIVE:

Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new two-year collective bargaining agreement between the Las Vegas Peace Officers Association (LVPOA) and the City of Las Vegas ($999,979 - General Fund) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: $999,979
Funding Source: General Fund
Dept./Division: Department of Public Safety

**PURPOSE/BACKGROUND:**
Senior City Management and LVPOA leadership have reached a tentative agreement on a two-year collective bargaining agreement. In accordance with NRS288.153, the agreement is being brought forward for Council approval. The new agreement will be in effect from July 1, 2020 to June 30, 2022.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. LVPOA Contract 2020 to 2022 REVISED (redlined)
2. LVPOA Contract 2020 to 2022 FINAL
3. LVPOA Cost Estimate
4. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

# THE CITY OF LAS VEGAS

&

# LAS VEGAS PEACE OFFICERS ASSOCIATION

Department of Public Safety
Correction Officers
Commissioned Officers Unit

July 1, 2020 – June 30, 2022

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## PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

## ARTICLE I – RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

### Section 1. Classifications

The City and the Association agree that the following classifications are represented by the Association:

Corrections Officer
Corrections Sergeant

**Section 2. Community of Interest**

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Associations community of interest.

(A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Associations community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined that a new classification is within the Association's community of interest, and the wage analysis performed by the HR Compensation activity is unacceptable to the Association, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification.

If within thirty (30) calendar days after the start of wage discussions, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

**Section 3. Changes in the Classification's Specifications**

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

## ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving written notice to the City and the Association, or upon termination of employment.

## ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work; slowdown; interruption of work or operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

## ARTICLE 4 – DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the state of Nevada, and all terms herein are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religion, age, national origin, political affiliation, sexual orientation, or disability.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Safety and Health Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

***Abuse of Sick Leave:*** The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

***Administrative Employee:*** Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, deputies, immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

***Arbitrator:*** An impartial third party chosen in accordance with the provisions of this Agreement.

***Assignment Differential Pay (ADP):*** Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

***Base Salary:*** Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

***Bereavement Leave:*** Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

***Call-Back:*** When an employee is called back to work during off-duty hours after the employee has left the normal duty location.

***Classification:*** A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

***Classifications Specifications:*** A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of

duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

***Counseling:*** Counseling is a form of supervisor and employee communication that is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.

***Demotion:*** Movement of an employee from one classification to a different classification, that is on a lower salary grade than the original classification.

***Domestic Partner:*** Defined by meeting the following criteria:

A. Share the same permanent residence, AND
B. Have a close personal relationship, AND
C. Are jointly responsible for basic living expenses, AND
D. Are single or divorced, AND
E. Are eighteen (18) years of age or older, AND
F. Are not related by blood, AND
G. Are each other's sole domestic partner and are responsible for each other's common welfare.

***Emergency:*** A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

***Emergency Leave:*** Leave that may be granted after a request for immediate leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency leave may not be used in lieu of an employee's accrued sick leave.

***Extended Sick Leave:*** Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

***Family Leave:*** Leave taken under the auspices of the Family Medical Leave Act of 1993, amended in 2009.

***Freeze:*** When employees are required (mandated) to work beyond their scheduled shift. The employee must work a minimum of 15 minutes beyond their regularly scheduled work shift, to be considered "frozen".

***Grade:*** A term used to designate salary range to which one or more classifications may be allocated.

***Grievance:*** A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

***Holiday:*** A day set aside for the special observance of a memorable event or occasion as referenced in NRS 236.

***Hourly Employee:*** Persons not subject to the City of Las Vegas Civil Service Rules, who serves at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation.

***Immediate Family:*** Current spouse or domestic partner, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law.

***Job-Related Disability:*** Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

***Just Cause:*** A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

***Negotiations:*** The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

***New Employee***: For purposes of compensation, "New Employee" is defined as those hired after June 26, 2011.

***Normal Work Period:*** An employee's normal paid, bi-weekly work period shall be eighty (80) hours.

***Overfill:*** Temporarily filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

***Overtime:*** Time that an employee works in addition to the employee's normal bi-weekly or daily work schedule.

***Parent Bonding Leave****:* Leave, with or without pay, granted to employees for the purposes of caring for newly born and/or newly adopted children.

***Probationary Employee (Initial Hire):*** An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed. The probationary period for a new employee shall be ~~eighteen (18)~~ **twelve (12)** months from the date of hire.

***Promotion:*** A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

***Qualifying Period:*** Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than twelve (12) months prior to confirmation of the transfer or promotion.

***Reassignment:*** The movement of an employee or a position from one work unit to another with the same department, with no change of classification.

***Reclassification:*** The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

***Redaction***: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

***Regular Employee:*** One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

***Salary Range:*** The minimum and maximum base salaries that may be to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

***Salary Step:*** An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

***Service Date (Anniversary Date):*** Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

***Shift:*** The hours that an employee is normally scheduled to work on any normal workday.

***Step Increase:*** A salary increase from one step within a salary grade to a higher step within the salary grade. (also known as within-grade increase)

***Suspension:*** A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

***Temporary Employee:*** "At-will" employees hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

***Termination:*** The separation of an employee from employment with the City of Las Vegas.

***TILO (Time in Lieu of):*** The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

***Trainee:*** An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than ~~eighteen (18)~~ **twelve (12)** months.

***Transfer:*** The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

***Underfill:*** Temporarily filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

***Within-Grade Increase:*** A salary increase from one step within a salary grade to a higher step within the salary grade awarded on the basis of merit.

***Worksite:*** The areas under the jurisdiction of the Detention Center.

## ARTICLE 5 - MANAGEMENT RIGHTS

The City and the Association agree that management officials of the City possess the sole right to operate the City and that all management rights remain with these officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150 and to Article 21 "Reductions in Force" of this contract.
(3) The right to determine:
    (a) Appropriate staffing levels and work performance standards except for safety considerations.
    (b) The content of the workday, including, without limitation, workload factors, except for safety considerations.
    (c) The quality and quantity of services to be offered to the public.
    (d) The means and methods of offering those services.
(4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency as defined in this paragraph as riot, military action, disaster, civil disorder, or matters of similar magnitude.

Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

## ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION

### Section 1. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal laws.

### Section 2. Employee and Association Rights

(A)The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

(B) The Association will designate employees to serve as Association representatives and stewards. The Association shall notify the City, in writing, of these representatives. Each representative shall be allowed to serve in his/her capacity as a representative. Those duties being defined as:

1) The investigation of a bargaining unit member's grievance;
2) Representation of a member/grievant at any step of the grievance procedure; and,
3) Consultation with duly accredited representatives of the Association who are not employees of the City.

(C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

(D) Whenever practical, all representatives shall notify their Shift Lieutenant or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted or if they do not provide sufficient advance notice. The employee, as provided herein, shall

not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

(E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.

(F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

**Section 3. Information Lists**

The City shall provide the Association, on a monthly basis, the following information:

- New Hires within the Department by name, classification, and division.
- Alphabetical listing of Department employees by name, which will also show classification, and division of employee.
- Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.
- A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.
- Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the expressed written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

**Section 4. Rules and Regulations vs. Contract**

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

1. The Nevada Revised Statutes;
2. The Charter of the City of Las Vegas;
3. The Collective Bargaining Agreements between City and its recognized bargaining units;
4. The City of Las Vegas Civil Service Rules;
5. The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

## ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE

### Section 1. Bulletin Boards

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. The City will provide the Association with at least one bulletin board in a common area on the work site or work sites as agreed to by the parties.

The Association may also post notices onto the designated City computer site. Items that may be posted include meeting notices, election results, etc., but exclude any campaign related information/materials. The City agrees to maintain an e-mail group so that only members of the Association will receive notices, so as to not unduly disrupt the day to day operations of the City. The Association's access and use of the City of Las Vegas computer site will be performed in accordance with City policies.

### Section 2. Meeting Space

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

## ARTICLE 8 – ASSOCIATION BUSINESS

### Section 1. Association Membership

Membership shall be at the sole discretion of the employee. Non-members will be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

### Section 2. Association Officers

Any changes to the current officers or stewards representing employees under this Agreement shall be evidenced to the City in writing within ten (10) working days of the change.

**Section 3. Association Leave Hours**

For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed up to one thousand eight hundred (1,800) collective hours of administrative leave for this purpose. However, the City is under no obligation to pay Association officers for time spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearing during regular work hours.

This administrative leave may be used by Association officers or stewards for official union business as defined by the LVPOA, unless operational demands preclude granting permission (e.g., in some ~~v~~**c**ases all board members may not be approved to attend training at the same time). Any employee approved for the use of administrative leave by the LVPOA must follow all the Standard Operating Procedures and Policies for properly requesting and executing all payroll and time and attendance records related to the use of administrative leave.

**Section 4. Permission to Conduct Association Business**

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association business. Such time off will not be unreasonably withheld~~.~~

**Section 5. Receiving Grievances**

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

**Section 6. Negotiating Committee**

Members of the Association Negotiating Committee shall be granted leave from duty, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

**Section 7. Access to Briefings**

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

## ARTICLE 9 - COMPENSATION

**Section 1. Wages**

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedules. The parties have also agreed to the following increases ~~as determined by an Arbitrator~~:

- **Effective the first period following Council approval of this agreement, all employees covered by this agreement will receive a one-time lump sum payment of 2.75% of their annual salary (base pay and longevity, if applicable) as of July 01, 2020. The parties mutually understand and agree this one-time lump sum payment is not eligible for PERS contribution.**

- **Effective July 01, 2021, eligible employees in the Tier 1 schedule will receive a Cost of Living Adjustment (COLA) of 1.75%.**

- **Effective July 01, 2021, eligible employees in the Tier 2 schedule will receive a Cost of Living Adjustment (COLA) of 2.00%.**

- **Effective July 02, 2021, the Tier 2 POB6 scale will be adjusted as follows:**

    - **Three additional steps will be added to the top of the scale, while maintaining 4% for each step.**

**Section 2. Step Increases**

(A) Effective July 5, 2015, annual salary step increases for all eligible employees on the POB Salary Schedule (Tier 2) shall be 4% (4.0%), unless the last step is less than 4%. Annual salary step increases for all eligible employees on the PO Salary Schedule (Tier 1) shall remain at 5.5%.

**Section 3. Longevity Pay**

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a

maximum of ten percent (10%) has been reached. Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

(C) All employees hired on or after Jun 26, 2011 are not eligible for the longevity benefit.

**Section 4. Acting Pay**

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade ~~for a full shift or more~~ shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of thirty (30) continuous calendar days requires the written approval of the Director of Human Resources.

**Section 5. Shift Differential Pay**

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at five percent (5%) of base pay plus longevity on a 12 hour shift configuration. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

Should the department implement a 3-shift configuration; the shift differential pay will be as follows:

Days = 0% Swing = 4% Grave = 6%

**Section 6. Field Training Officer Pay**

All Field Training Officers and Field Training Managers as assigned by the department and performing FTO duties will receive 8% premium pay for the performance of these duties. Selection and assignment to the FTO position will be based upon established departmental procedures.

**Section 7. Stand-By Time**

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal work day worked and fifty dollars ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pager, or other electronic device provided by the City. No employee will receive stand-by pay while on annual leave, sick leave, or TILO.

## ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE

**Section 1. Issued Equipment**

Upon successful completion of the Academy, the City shall issue to all employees the following basic uniform issue of:

- four (4) summer shirts (Short Sleeve)
- four (4) winter shirts (Long Sleeve)
- four (4) pairs of pants (Cargo Style)
- one (1) winter jacket
- one (1) tie
- one (1) pair of footwear
- required nylon gear
- one stab resistant vest (if requested by employee at conclusion of field training)

The City will also provide chemical agents and other weapons when required. There will be a reserve of chemical agents made available for which employees may exchange empty canisters for full canisters upon request. This reserve of chemical agent canisters will be stored in a method which allows it to be accessed and issued by any Sergeant on shift.

**Section 2. Protective Vests**

Each officer assigned to a weapons carrier assignment will be provided with a ballistic protective vest and weapon for the shift. The non-issued carrier vests (currently stored in intake locker) will be sent out for professional cleaning twice per year paid for by the department.

**Section 3. Uniform Clothing Allowance**

The City shall provide annual uniform and footwear maintenance and replacement allowance to all uniformed personnel as shown on the following chart. Employees shall be paid quarterly for the purposes of maintaining and replacing uniforms. Payments of $375.00 will be made on the second pay date of each quarter. Any uniform item damaged in the performance of work duties will be replaced by the City. Any uniform not damaged will be inspected no less than every three years to determine whether it should be replaced. New hires shall be paid the first quarter following their hire date.

Uniforms and equipment must be maintained in good condition and shall only be worn or used on official City business or as authorized by the City.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

**Section 1. Normal Work Period**

The City and the Association agree that the normal paid bi-weekly working hours shall be eighty (80) hours including meal breaks.

**Section 2. Meal Breaks**

The City will provide a meal period of thirty (30) minutes for an 8 hour work shift; forty-five (45) minutes for a 10 hour work shift; and sixty (60) minutes for a 12 hour work shift.

**Section 3. Shift Arrangement**

The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

(1) Initial Orientations
(2) POST Academy
(3) In-House training
(4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days, unless the employee agrees to a shift deviation with a shorter notification period.

**Section 4. Mutual Swaps**

(A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

(1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
(2) The supervisor(s) approves the exchange in writing; and
(3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

(B) Once approved, shift changes shall not be subjected to further review, except for operational needs.

(C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.

(D) All swaps must be paid back within one hundred twenty (120) calendar days, not to be extended past the same bid year.

(E) Probationary employees shall ~~not~~ be allowed to exchange hours of work with other employees.

**Section 5. Work Schedule Changes**

If a change in work schedule is requested or required, the Association and the Chief shall meet to discuss the proposed change prior to implementation.

The City may discontinue a work schedule, if, in good faith, and after discussions with the Association, it is determined that the current schedule is not in the best interest of the City or the department. Any change to a work schedule requires an advance notice of a period of sixty (60) calendar days.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

**Section 6. TILO**

(A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

(B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees in the same manner as vacation and sick leave hours are reported.

(E) No employees may have an accumulated balance of TILO time exceeding three hundred (340) hours at the end of any pay period. Sixty (60) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

(F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

**Section 7. Overtime**

(A) Regular Overtime-Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime-If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater at time and one-half (1 ½), and not subject to FLSA provisions in Section A. at time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.

(C)Holiday Overtime–Holiday overtime is paid the same as scheduled overtime (one and one half times the employee's regular rate of pay. However, should an employee be frozen and held over beyond the normal scheduled shift hours on a designated holiday, that employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours they are frozen and required to work in excess of normal shift.

**Section 8. Overtime Procedures**

(A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:

1) Pre-scheduling should be accomplished whenever possible
2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
3) A system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.
4) An employee who is unable to report for scheduled overtime must notify the department at least one (1) hour prior to the start of their scheduled overtime shift.

(B) Involuntary (Mandated) Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy. **The frozen employee may coordinate with another employee to work the balance of their freeze after they have met the minimum time (15 minutes) to be credited with the freeze.**

(C) Each shift will maintain a list of officers by seniority. Within the first two (2) hours of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.

(D) Officers in special assignments may be included on the "Freeze" lists.

(E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

(F) If an employee is required (mandated) to work beyond their scheduled shift for 15 minutes or more, they will be considered "frozen."

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

**Section 9. Call Back Pay**

When required, the Department Head or designee may call back one or more members of the Department. For purposes of this paragraph, Call Back Pay is defined as compensation earned for returning to duty after an employee has completed his/her regular work shift, is off duty for any period of time, and then returns to duty with less than 12 hours' notice. When an employee is called back to work, the employee shall be

paid overtime on a time and one-half (1½) rate basis. In addition, the employee will be paid no less than four (4) hours or the time actually worked if over the four (4) hour minimum. However, in the event the period of call back runs into an employee's normal work shift, said employee shall be paid time and one-half (1½) for only those hours worked outside of his/her normal work shift.

An employee who works less than four (4) hours on the initial call back and is then called back a second time during the initial call back period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called back for a second time after the expiration of four (4) hours from the first call-back, he/she shall be paid for a minimum of four (4) hours for each call back except as provided in the previous paragraph.

## ARTICLE 12 - HOLIDAYS

The City and the Association agree that the holidays shall be:

New Year's Eve
New Year's Day
Martin Luther King Holiday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day (Day after Thanksgiving)
Christmas Day

Any day that may be declared a national holiday by the President of the United States, or any day that may be declared a holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

All holidays shall be observed as dictated in NRS 236.015.

Employees wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a holiday and who are relieved of duty after reporting for duty on the holiday shall continue to receive holiday pay for the balance of their shift. No employee will be forced not to work the holiday to avoid overtime payment, excluding special assignments.

### Section 1. Holiday Pay

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at one and one-half the regular rate of pay for all hours worked on the holiday, except as provided in Article 11, Section 7(C).

In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the holiday.

Holidays that fall on an employee's regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

PERS will be paid for all hours worked when a state recognized holiday falls on a normal workday. If an employee works on a holiday that is not their regular workday, PERS is not paid (per NRS).

## ARTICLE 13 - ANNUAL LEAVE

### Section 1. Purpose

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

### Section 2. Accrual

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

(A) Three and eight hundredths (3.08) hours bi-weekly for ~~the~~ first ~~year~~ **12 months**.

(B) Four and sixty-two hundredths (4.62) hours bi-weekly for **13 months to 120 months** ~~the second through the tenth year~~.

(C) Six and ninety-two hundredths (6.92) hours bi-weekly for **months 121 to 180** ~~years eleven through fifteen~~.

(D) Seven and seven tenths (7.70) hours bi-weekly for **months 181 and higher** ~~each year thereafter~~.

### Section 3. Accumulation

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual for those who have attained Peace Officer status prior to July 1, 2013. Those employees hired on or after July 1, 2013, or who attained Peace Officer status on or after July 1, 2013 will accrue a maximum of 250 hours. During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

### Section 4. Payout

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

**Section 5. Applications for Leave**

Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. For the procedures on applying for Annual leave, refer to Article 18 Seniority; Section 2. Use of Seniority. The Departmental vacation scheduling procedures and unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

**Section 6. Advanced Leave**

Upon approval by the City Manager via Department chain of command, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave; either by deduction from any amount owed him by the City or by cash refund.

**Section 7. Annual Sellback**

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to eighty (80) hours of annual leave for up to eighty (80) hours pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.
3. Employees must have been in the classified service for a minimum of eighteen (18) months.

**Section 8. Special Circumstances**

**In the event of death or medical retirement under the PERS system of an employee during their tenure with the city, the employee's unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their Human Resources records, or if no designated beneficiary, to the employee's estate. Employees may donate up to 80 (eighty) annual leave hours as entered into the city payroll system no later than 21 calendar days after the date of death.**

## ARTICLE 14 - SICK LEAVE

### Section 1. Earning & Use of Sick Leave

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used.

Sick leave with pay may be used by employees who are:

(A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

(B) Immediate Family Care. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Immediate Family Care leave shall be taken as sick leave; such cases require approval of the Department Head. Such leave, typically, is limited to a maximum of five (5) work shifts per year.

(C) Doctor Appointment: Required to take time off from work for the purpose of keeping a personal medical appointment. Such leave shall be limited to a maximum of 4 hours for any one appointment. The initial request and any subsequent request for additional time must be submitted to and approved within 72 hours of the appointment. Such leave shall not be the sole factor in determining patterns of excessive use or abuse of sick leave for disciplinary purposes. Employees should make every effort to schedule appointments before or after work hours.

(D) FMLA-Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

### Section 2. Reporting Requirements

(A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave, unless incapacitated.

(B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

(1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above and in the timecard policy.

(2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use

of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave, not covered by FMLA. The employee will be notified in writing in advance when a Certificate of Recovery will be required. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Family and Medical Leave Act (FMLA) as amended 2009 and Health Insurance Portability and Accountability Act of 1996, as amended (~~"HIPPA"~~ HIPAA), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks of any kind, unless an employee is a no-call, no-show or the Department has probable cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probably cause for the residence check. This statement shall be provided to the employee and the Association within twenty-four hours of the residence check. This residence check shall be conducted only by Administrative Officer of the Day within the Department.

Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave may be considered evidence of abuse of sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

(D) To allow the parties the flexibility to apply progressive discipline to employees who are using sick leave in a manner that has a negative impact on other employees and operations, the parties agreed that, as a general rule, any person who uses more sick leave days per year than what he/she accrues is excessive. It is understood that the leave accrual usage comparison is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees. Supervisors will be required to look at historical attendance and patterns of use in their performance counseling of the individuals. As a standard concession, the use of sick leave for funeral attendance, a scheduled medical appointment or the care of immediate family members (as described in Article 14, Section 1(b)) shall not be

included in the Supervisors counseling as a negative impact, unless abuse can be proven. For the purpose of an extended illness or injury, the FMLA standard will apply. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries.

**Section 3. Payoff of Sick Leave**

(A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon ~~separate~~ **separation** for any reason, sick leave and hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1,000 hours.

(B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, through June 26, 2011, will have a cap of 840 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours, and paid at the employee's hourly rate including longevity and shift differential (if applicable) at the time of separation. Employees hired after June 26, 2011 shall have a maximum accrual of 600 hours. However, employees shall receive payment for one-half the amount of unused sick leave accrued, up to maximum payment for 210 hours, upon separation, after ten (10) years of continuous full-time service. Employees will be paid at the employee's hourly rate including shift differential (if applicable) at the time of separation.

(C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 840 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees hired after June 26, 2011 shall have ~~a maximum accrual (hard cap) of 420 hours. No additional sick leave hours will be accrued beyond 420 hours and there will be~~ no annual "buy back".

(D) Employees hired on or after July 1, 1991 shall receive payment for 100% of the accrued sick leave up to maximum of 840 hours upon separation after 20 years of continuous employment with the City. Employees hired after June 26, 2011 shall receive payment for 100% of accrued sick leave up to maximum of 420 hours upon separation after 20 years of continuous employment with the City.

(E) In the case of death or medical retirement under the PERS system of an employee during his tenure with the City, the employees unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

**Section 4. Sick Leave Bonus**

Employees will be awarded a sick leave bonus of ~~$2,500.00~~ **$1,250.00** ~~**annually**~~ for perfect attendance **from July to December - payment in January; and $1,250.00 for perfect attendance from January to June - payment in July** ~~in a fiscal year (7/1 – 6/30)~~. The only exception that does not count against perfect attendance is approved bereavement **and approved worker's compensation**. FMLA will be a disqualifier for attendance bonus contest purposes.

**Section 5. Bereavement Leave**

(A) The department shall authorize any accrued leave for bereavement purposes due to the death of an employee's parent/step-parent, current spouse, child, grandchild, grandparent, brother/sister, current mother/father-in-law, foster parent, guardian, current daughter/son-in-law, current sister/brother-in-law, stepchild, adopted child or current significant other. "Significant other" means a person the employee presently lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In the event the employee requires additional time, they must receive approval in advance from their Director or designee.

## ARTICLE 15 - OTHER LEAVE

**Section 1. Application and Examination Leave**

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

**Section 2. Blood Donors Leave**

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

**Section 3. Catastrophic Leave**

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, ~~**bonus hours**~~ and annual leave.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City Payroll office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

(H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

(I) Eligible employees:
a. The Catastrophic Leave Program is available to all Association bargaining unit members.
b. Employees must meet the following definition of catastrophic illness/injury:
"Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."
c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.
d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

## Section 4. Family and Medical Leave Act

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-

patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Family & Medical Leave Act, as amended in 2009 apply to this Article.

**Section 5. Jury Duty or Court Witness**

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-back pay as specified under Article 11, Section 9. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty **or subpoena**. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

**Section 6. Leave of Absence or Leave without Pay**

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave only when such paid leave has been exhausted, or for other justifiable reasons approved by the Chief (or designee.)

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

**Section 7. Childbearing/Employee Bonding Leave**

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. This leave runs concurrently with any available FMLA leave the employee may have. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating the employee may be permitted to continue working. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

**Section 8. Military Leave**

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of thirty (30) shifts of leave and pay, or in accordance NRS 281.145, whichever is greater.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation or TILO leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

## ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE

### Section 1. Life

The City shall provide twenty thousand dollars ($20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

### Section 2. Medical Benefits

(A) It is recognized, that employees covered by this agreement will continue to be covered for hospitalization, health, medical, dental and vision as set forth in the "Teamsters Security Fund for Southern Nevada, Local 14" established by an agreement and Declaration of Trust dated October 1, 2014. (TRUST") Additional benefits include Employee Assistance (EAP) and Life Insurance. The City and the Union agree that the City will pay the amount set forth below, per covered employee per month:

~~July 1, 2019 through June 30, 2020: $1050.00~~

July 1, 2020 through June 30, 2021: $1050.00

July 1, 2021 through ~~July~~ **June** 30, 2022:$1090.00

For the periods July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017 the maximum contribution per employee per month under this Article was $1100. The amounts set forth above reflect a reduction in the amounts to be paid by the CITY over the course of this agreement.

SB 241 was passed by the Nevada State Legislature in 2015, and later codified as NRS 288.225. It required in part that an association would reimburse a local government employer for all association hours used to conduct union business by payment, reimbursement or offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer. Article 8, Section 3, of the prior Collective Bargaining Agreement in place between the

parties was entered into in accordance with SB 241. The parties have been involved in a multitude of disagreements over the reimbursements due under Article 8, Section 3 of that CBA. The reduction of existing contribution rates the City is obligated to pay for benefits for the term of this CBA, as reflected in this Article is intended to reflect a full compromise and settlement of all outstanding disagreements or disputes over reimbursement payments due under Article 8 Section 3 of the prior CBA. Both parties acknowledge not only the instant dispute(s), but also proposed or pending legislation, which may affect their existing/or prospective dispute(s) and litigation, if such are continued, and expressly agree the contribution reduction for the term of this CBA is a good faith effort to avoid uncertainty and to resolve any disputes the parties have concerning their differences on the intent and meaning of NRS 288.225. The parties are hereby agreeing to the course of conduct for the term of this Agreement, notwithstanding any future changes to NRS 288.225, and understand the course of conduct to be viewed as a global resolution of all issues of payments required by to be made to the City by the association as well as any issues regarding claimed reimbursements of payments previously made by the Association. The parties agree they will execute any and all documents necessary to dismiss all pending actions and waive any potential actions concerning interpretation over Article 8, Section 3 of the prior Collective Bargaining Agreement

(B) Effective July 1, 2019, employees of the collective bargaining unit will be covered by the Teamsters' medical, dental and vision benefit plan.

(C) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified in Section 2(A) to be paid by the City. The City agrees to offer said deductions on a pre-tax basis per the provisions of Section 125 of the Internal Revenue Service Code, and the Association agrees to provide the City with adequate notice (minimum 45 calendar days) of those

employees who will be subject said deduction.

(D) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters from their proposal. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.

(E) If the City establishes an employees' retirement health savings plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

## ARTICLE 17 – DISABILITY

### Section 1. Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

### Section 2. Accidents or Injury

Should an employee suffer a service-incurred disabling accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

### Section 3. Procedures

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

**Section 4. Long Term Disability Insurance**

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits

## ARTICLE 18 – SENIORITY

**Section 1. Seniority List**

(A) City seniority shall be defined as an employee's length of active continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s), within the bargaining unit and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Employees who return to classified service as a result of a reduction in force will be credited 100% toward classification seniority of the time spent in the appointive rank.

For movement from Lieutenant to a Sergeant and/or an Officer rank for any reason other than a reduction in force:

- Employees who return to the Sergeant rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the higher level rank.
- Employees who return to the Sergeant rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the higher level rank.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division by the Association.

C) For purposes of promotion, seniority shall be determined by:
a. Length of time in classification; if tie, then

b. Department service date; if tie, then
c. City hire date; if tie, then
d. Human Resources time stamp
e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

**Section 2. Use of Seniority**

(A) In scheduling annual leave, Regular Days Off and shift preference, the Corrections Officers shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Department Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place after the first full pay period in January.
As vacancies occur throughout the year, notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The position will be posted for review for 14 days. After the review period the position(s) will be open for bidding for a period of 14 days. The senior person submitting a bid shall be approved to fill the vacancy. The secondary vacancy created by the switch will not be subject to the bid process and will be filled by the new hire.
Officers may only secure one change of shift per bid year.

C) By the first week of November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four (4) weeks will be allowed.
The first picks will be completed no later than 14 days prior to the annual shift change. Any subsequent requests for annual leave must be submitted within the next 45 days, which is known as the "45 Day Rule."
One second pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. A maximum of four (4) weeks will be allowed. The second pick can be submitted any time throughout the year, after all first picks are complete. All applications for annual leave will be responded to within ninety-six (96) hours of submission.
Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

## ARTICLE 19 - SPECIAL ASSIGNMENTS

### Section 1. Definition

Under current operating conditions, the following assignments are deemed "special assignments":

a. Classification (Sergeant);
b. Classification Officers;
c. Fire Safety Officer;
d. Gang Investigator;
e. Operations Sergeant;
f. Property Officer;
g. Training Sergeant (non-rotational);
h. Training Officers (5 years)*;
i. Professional Standards Officer (5 years);
j. Internal Affairs Investigator/Sergeant (non-rotational) and;
k. Other assignments as discussed and agreed upon by the parties.*

*If parties cannot agree, disputes arising from such disagreements will be referred to the City Manager's Office designee for resolution. The decision of the City Manager's Office designee will be binding and not subject to the grievance and arbitration procedure except for safety considerations.

***g and h (above) cannot be on the same rotation plan*

### Section 2. Duration-Special Assignments

All rotational special assignments shall be posted for application by August 1st of each year and all assignments are to be made within thirty (30) days of posting. All rotational special assignments shall be posted and applied for annually. Any officer selected for a rotational special assignment must commit to a minimum of one (1) year in the assignment. The length of rotational assignment shall not exceed three (3) or five (5) years, unless no other officer meeting the minimum qualifications for the assignment applies for the assignment after the incumbent's third year, or as specified above. Upon completion of the special assignment, twelve months will elapse between another special assignment except non-rotational positions, and in the event of special circumstances as discussed and agreed upon by the parties. An officer may apply for a different special assignment upon completion of current rotation. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include, as a minimum qualification, the applicant has passed his/her probationary period and has been confirmed as a Sergeant prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy. Upon initial placement into special assignment, the selected employee will be provided two (2) shirts and two (2) pants.

### Section 3. Temporary Assignments

Any assignment that lasts longer than 48 (forty-eight) months shall be subject to reclassification to a Special Assignment. When a temporary position is classified as a Special Assignment, it will be subject to all the provisions of Section 2 above at the

beginning of the pay period following the reclassification as a Special Assignment. When a temporary position is reclassified as a Special Assignment, the parties will meet and confer regarding replacement staffing.

In the event the temporary assignment becomes a special assignment under this section, the parties shall meet to negotiate the length of the special assignment. After the length of assignment is agreed upon, the Chief may appoint the incumbent to said special assignment for a period not to exceed the agreed upon length of assignment.

## ARTICLE 20 – RETIREMENT

(A)The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

(B) Any increase to the Public Employees Retirement System contribution rate above the current rate will be shared by the City and the employee, each paying 50% of the increase; employee paying through salary reduction and the City paying the other half.

## ARTICLE 21 - REDUCTION IN FORCE

### Section 1. Notice to Association

(A) Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least sixty (60) calendar days prior to the effective date of notification to employees.

(B) Whenever it is determined that a lay-off of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

### Section 2. Provisions

(A)The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

(1) Competition for retention shall be by classification within the department.
(2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
(3) The order of reduction in force within a classification shall be

(a) Temporary

(b) Probationary Employees
(c) Part-Time Employees
(d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.

(4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
(5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.
(6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.
(7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.
(8) Separation under this rule shall require at least sixty (60) days' notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City. Employees reduced out of the workforce through "outsourcing" shall receive sixty (60) days' notice and three (3) months' severance pay.

(B) The City may consider offering an early retirement incentive to all employees prior to implementing any reduction in force.

(C)Temporary employees appointed to the classification covered under this Agreement on a temporary basis in a City funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

(D)Employees who are rehired after an involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for the purposes of longevity, sick leave, annual leave and other service time related benefits; rehired employees will start securing these benefits at the same rate as when they left City employment.

(E) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.

(F) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

## ARTICLE 22 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within two (2) years after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.
3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.
4. Upon rehire, employees will have their salary set at the closest salary grade and step as existed at the time of separation. Department seniority shall be reinstated to same level as of the time of prior separation and the employee shall serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after six (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve month period will be at the discretion of the Chief.
5. Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

## ARTICLE 23 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an "outside" employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment (e.g. conflict of interest). The response shall not be delayed for more than thirty (30) calendar days from date of receipt.

(B) Any "outside" employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

(C) Outside employment shall not create a conflict of interest with City or Departmental business and will be considered secondary employment in all instances.

## ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief (or designee) at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.
The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

(C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within two weeks of each meeting.

(E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

## ARTICLE 25 - DISCIPLINARY ACTION

### Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

### Section 2. Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

**Section 3. Progressive Discipline Steps** - The usual progressive discipline steps are:

A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisorwhich puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice

that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.
b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

## Section 4. Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any

circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.
Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

**Section 5. Disciplinary Meetings**

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

**Section 6. Purging Files and Records**

A. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

B. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

C. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

D. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

E. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

F. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

G. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

**Section 7. Just Cause**

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;

C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

F. Physically striking or threatening a supervisory, managerial, or other employee;

G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

## ARTICLE 26 - GRIEVANCE PROCEDURES

### Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

### Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

**If, after the employee receives their findings, the employee and/or the Association believes that facts of the case were not properly considered; then the parties will meet with the Chief or designee to discuss the facts of the case.**

**Section 3. Grievance Procedure**

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.

(1)It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.

(2)No regular employee shall be discharged except for just cause defined in Article 25, Section G, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.

All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

The time limits stated above shall not commence so long as the grievant/Association and the Chief or designee are engaged in informal discussions in an attempt to resolve the issue without filing a formal grievance. However, the grievant/Association may file a written grievance at any time during the informal discussion period in order to move the dispute to the formal process.

Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

***STEP 1:*** The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall, within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to

reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.

***STEP 2:*** In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have fourteen (14) calendar days from the date of the meeting to answer the grievance in writing. The Chief or designee shall respond in writing.

***STEP 3:*** In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

***STEP 4:*** If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due. The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

**Section 4. Arbitration Procedures**

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one

grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

**Section 5. Awards**

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

**Section 6. Time Limits**

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

**Section 7. Grievance Resolution**

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

## ARTICLE 27- SAFETY AND HEALTH

**Section 1. General**

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state and local laws and policies.

(B) Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that affect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.

It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely affect the safety of the

employees, the City will first discuss the proposed policy with the Association before implementing the policy.

**Section 2. Report of Injury**

(A) At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.

(B) Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

**Section 3. Safety Coordinator**

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

**Section 4. Safety Committee**

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required to notify the Department Head of all recommendations of the Safety Committee. The Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

**Section 5. Staffing**

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss

the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

## ARTICLE 28 - SAVINGS CLAUSE/WAIVER

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(C) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

## ARTICLE 29 – PERFORMANCE EVALUATIONS

Employee performance evaluations for Correction Officers will be completed prior to the annual change of shift rather than on the officer's anniversary date. Aligning the evaluations with the shift change will decrease the possibility of an employee having performance evaluations from different supervisors during the evaluation period.

If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

## ARTICLE 30 – PROMOTIONS

### Section 1. Promotion Selection Process

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.

The promotional eligible lists will be arranged by score, from the highest to the lowest eligible score. Employees will be notified of their final score and their placement on the list.
The top five (5) or twenty-five percent (25%) (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacation positions. The twenty-five percent (25%) calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).
The promotional lists will be arranged by score, from highest to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51; 79,346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.0 will be considered a failing score. Employees will be notified of their final score and their placement on the list.
After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.
In the case of tie scores, all names with the tie scores will be considered as one.
The City will provide 45 days notice of the testing date for the promotional recruitment. The 45 day notice will be given to the Union President for dissemination to the current Corrections Officers.
A list of study materials will be given to the applicants by Human Resources staff at the time of application or upon request to Human Resources.

A representative of the Association will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussions. No Detention and Enforcement employees shall serve as assessors or on the oral board.
If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

**Section 2. Promotional Increase**

Effective July 1, 2013, those promoted internally from Corrections Officer to Corrections Sergeant will receive a 5% increase in pay plus one additional step in the pay range.

## ARTICLE 31 – DURATION

This Agreement shall become effective July 01, 20**20**, and continue in full force and effect through June 30, 20**22**. However, if the parties hereto do not arrive at a new agreement before June 30, 20**22**, the non-economic provisions of this agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the effective date of this agreement, unless otherwise specified in the contract.

**DATE** _____

**CITY OF LAS VEGAS**

BY_____
Jorge Cervantes, City Manager

**LAS VEGAS PEACE OFFICERS ASSOCIATION, INC.**

BY_____
Scott Edwards, President

Approved: _____
Carolyn Goodman, Mayor

Attest: _____
LuAnn Holmes, City Clerk

Approved as to Form: _____
Morgan D. Davis, Assistant City Attorney

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

# THE CITY OF LAS VEGAS

&

# LAS VEGAS PEACE OFFICERS ASSOCIATION

Department of Public Safety
Correction Officers
Commissioned Officers Unit

July 1, 2020 – June 30, 2022

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## PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

## ARTICLE I – RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

**Section 1. Classifications**

The City and the Association agree that the following classifications are represented by the Association:

Corrections Officer
Corrections Sergeant

**Section 2. Community of Interest**

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Associations community of interest.

(A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body. If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Associations community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined that a new classification is within the Association's community of interest, and the wage analysis performed by the HR Compensation activity is unacceptable to the Association, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification. If within thirty (30) calendar days after the start of wage discussions, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

**Section 3. Changes in the Classification's Specifications**

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

## ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving written notice to the City and the Association, or upon termination of employment.

## ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work; slowdown; interruption of work or operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

## ARTICLE 4 – DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the state of Nevada, and all terms herein are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religion, age, national origin, political affiliation, sexual orientation, or disability.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Safety and Health Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

***Abuse of Sick Leave:*** The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

***Administrative Employee:*** Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, deputies, immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

***Arbitrator:*** An impartial third party chosen in accordance with the provisions of this Agreement.

***Assignment Differential Pay (ADP):*** Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

***Base Salary:*** Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

***Bereavement Leave:*** Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

***Call-Back:*** When an employee is called back to work during off-duty hours after the employee has left the normal duty location.

***Classification:*** A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

***Classifications Specifications:*** A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

***Counseling:*** Counseling is a form of supervisor and employee communication that is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.

***Demotion:*** Movement of an employee from one classification to a different classification, that is on a lower salary grade than the original classification.

***Domestic Partner:*** Defined by meeting the following criteria:

A. Share the same permanent residence, AND
B. Have a close personal relationship, AND
C. Are jointly responsible for basic living expenses, AND
D. Are single or divorced, AND
E. Are eighteen (18) years of age or older, AND
F. Are not related by blood, AND
G. Are each other's sole domestic partner and are responsible for each other's common welfare.

***Emergency:*** A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

***Emergency Leave:*** Leave that may be granted after a request for immediate leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency leave may not be used in lieu of an employee's accrued sick leave.

***Extended Sick Leave:*** Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

***Family Leave:*** Leave taken under the auspices of the Family Medical Leave Act of 1993, amended in 2009.

***Freeze:*** When employees are required (mandated) to work beyond their scheduled shift. The employee must work a minimum of 15 minutes beyond their regularly scheduled work shift, to be considered "frozen".

***Grade:*** A term used to designate salary range to which one or more classifications may be allocated.

***Grievance:*** A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

***Holiday:*** A day set aside for the special observance of a memorable event or occasion as referenced in NRS 236.

***Hourly Employee:*** Persons not subject to the City of Las Vegas Civil Service Rules, who serves at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation.

***Immediate Family:*** Current spouse or domestic partner, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law.

***Job-Related Disability:*** Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

***Just Cause:*** A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

***Negotiations:*** The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

***New Employee***: For purposes of compensation, "New Employee" is defined as those hired after June 26, 2011.

***Normal Work Period:*** An employee's normal paid, bi-weekly work period shall be eighty (80) hours.

***Overfill:*** Temporarily filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

***Overtime:*** Time that an employee works in addition to the employee's normal bi-weekly or daily work schedule.

***Parent Bonding Leave:*** Leave, with or without pay, granted to employees for the purposes of caring for newly born and/or newly adopted children.

***Probationary Employee (Initial Hire):*** An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed. The probationary period for a new employee shall be twelve (12) months from the date of hire.

***Promotion:*** A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

***Qualifying Period:*** Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than twelve (12) months prior to confirmation of the transfer or promotion.

***Reassignment:*** The movement of an employee or a position from one work unit to another with the same department, with no change of classification.

***Reclassification:*** The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

***Redaction***: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

***Regular Employee:*** One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

***Salary Range:*** The minimum and maximum base salaries that may be to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

***Salary Step:*** An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

***Service Date (Anniversary Date):*** Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

***Shift:*** The hours that an employee is normally scheduled to work on any normal workday.

***Step Increase:*** A salary increase from one step within a salary grade to a higher step within the salary grade. (also known as within-grade increase)

***Suspension:*** A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

***Temporary Employee:*** "At-will" employees hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

***Termination:*** The separation of an employee from employment with the City of Las Vegas.

***TILO (Time in Lieu of):*** The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

***Trainee:*** An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than twelve (12) months.

***Transfer:*** The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

***Underfill:*** Temporarily filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

***Within-Grade Increase:*** A salary increase from one step within a salary grade to a higher step within the salary grade awarded on the basis of merit.

***Worksite:*** The areas under the jurisdiction of the Detention Center.

## ARTICLE 5 - MANAGEMENT RIGHTS

The City and the Association agree that management officials of the City possess the sole right to operate the City and that all management rights remain with these officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150 and to Article 21 "Reductions in Force" of this contract.
(3) The right to determine:
    (a) Appropriate staffing levels and work performance standards except for safety considerations.
    (b) The content of the workday, including, without limitation, workload factors, except for safety considerations.
    (c) The quality and quantity of services to be offered to the public.
    (d) The means and methods of offering those services.

(4) Safety of the Public
Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency as defined in this paragraph as riot, military action, disaster, civil disorder, or matters of similar magnitude. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

## ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION

### Section 1. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal laws.

### Section 2. Employee and Association Rights

(A)The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

(B) The Association will designate employees to serve as Association representatives and stewards. The Association shall notify the City, in writing, of these representatives. Each representative shall be allowed to serve in his/her capacity as a representative. Those duties being defined as:

1) The investigation of a bargaining unit member's grievance;
2) Representation of a member/grievant at any step of the grievance procedure; and,
3) Consultation with duly accredited representatives of the Association who are not employees of the City.

(C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

(D) Whenever practical, all representatives shall notify their Shift Lieutenant or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted or if they do not provide sufficient advance notice. The employee, as provided herein, shall not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

(E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.

(F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

**Section 3. Information Lists**

The City shall provide the Association, on a monthly basis, the following information:

- New Hires within the Department by name, classification, and division.
- Alphabetical listing of Department employees by name, which will also show classification, and division of employee.
- Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.
- A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.
- Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the expressed written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

**Section 4. Rules and Regulations vs. Contract**

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

1. The Nevada Revised Statutes;
2. The Charter of the City of Las Vegas;

3. The Collective Bargaining Agreements between City and its recognized bargaining units;
4. The City of Las Vegas Civil Service Rules;
5. The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

## ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE

### Section 1. Bulletin Boards

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. The City will provide the Association with at least one bulletin board in a common area on the work site or work sites as agreed to by the parties.

The Association may also post notices onto the designated City computer site. Items that may be posted include meeting notices, election results, etc., but exclude any campaign related information/materials. The City agrees to maintain an e-mail group so that only members of the Association will receive notices, so as to not unduly disrupt the day to day operations of the City. The Association's access and use of the City of Las Vegas computer site will be performed in accordance with City policies.

### Section 2. Meeting Space

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

## ARTICLE 8 – ASSOCIATION BUSINESS

### Section 1. Association Membership

Membership shall be at the sole discretion of the employee. Non-members will be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

**Section 2. Association Officers**
Any changes to the current officers or stewards representing employees under this Agreement shall be evidenced to the City in writing within ten (10) working days of the change.

**Section 3. Association Leave Hours**
For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed up to one thousand eight hundred (1,800) collective hours of administrative leave for this purpose. However, the City is under no obligation to pay Association officers for time spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearing during regular work hours.

This administrative leave may be used by Association officers or stewards for official union business as defined by the LVPOA, unless operational demands preclude granting permission (e.g., in some cases all board members may not be approved to attend training at the same time). Any employee approved for the use of administrative leave by the LVPOA must follow all the Standard Operating Procedures and Policies for properly requesting and executing all payroll and time and attendance records related to the use of administrative leave.

**Section 4. Permission to Conduct Association Business**
Association Officers must notify their supervisors of the need to leave their jobs to conduct Association business. Such time off will not be unreasonably withheld.

**Section 5. Receiving Grievances**
Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

**Section 6. Negotiating Committee**
Members of the Association Negotiating Committee shall be granted leave from duty, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

**Section 7. Access to Briefings**

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

## ARTICLE 9 - COMPENSATION

**Section 1. Wages**

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedules. The parties have also agreed to the following increases:

- Effective the first period following Council approval of this agreement, all employees covered by this agreement will receive a one-time lump sum payment of 2.75% of their annual salary (base pay and longevity, if applicable) as of July 01, 2020. The parties mutually understand and agree this one-time lump sum payment is not eligible for PERS contribution.

- Effective July 01, 2021, eligible employees in the Tier 1 schedule will receive a Cost of Living Adjustment (COLA) of 1.75%.

- Effective July 01, 2021, eligible employees in the Tier 2 schedule will receive a Cost of Living Adjustment (COLA) of 2.00%.

- Effective July 02, 2021, the Tier 2 POB6 scale will be adjusted as follows:

    - Three additional steps will be added to the top of the scale, while maintaining 4% for each step.

**Section 2. Step Increases**

(A) Effective July 5, 2015, annual salary step increases for all eligible employees on the POB Salary Schedule (Tier 2) shall be 4% (4.0%), unless the last step is less than 4%. Annual salary step increases for all eligible employees on the PO Salary Schedule (Tier 1) shall remain at 5.5%.

**Section 3. Longevity Pay**

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached. Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

(C) All employees hired on or after Jun 26, 2011 are not eligible for the longevity benefit.

**Section 4. Acting Pay**

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of thirty (30) continuous calendar days requires the written approval of the Director of Human Resources.

**Section 5. Shift Differential Pay**

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at five percent (5%) of base pay plus longevity on a 12 hour shift configuration. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

Should the department implement a 3-shift configuration; the shift differential pay will be as follows:

Days = 0% Swing = 4% Grave = 6%

**Section 6. Field Training Officer Pay**

All Field Training Officers and Field Training Managers as assigned by the department and performing FTO duties will receive 8% premium pay for the performance of these duties. Selection and assignment to the FTO position will be based upon established departmental procedures.

**Section 7. Stand-By Time**

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal work day worked and fifty dollars ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pager, or other electronic device provided by the City. No employee will receive stand-by pay while on annual leave, sick leave, or TILO.

## ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE

### Section 1. Issued Equipment

Upon successful completion of the Academy, the City shall issue to all employees the following basic uniform issue of:

- four (4) summer shirts (Short Sleeve)
- four (4) winter shirts (Long Sleeve)
- four (4) pairs of pants (Cargo Style)
- one (1) winter jacket
- one (1) tie
- one (1) pair of footwear
- required nylon gear
- one stab resistant vest (if requested by employee at conclusion of field training)

The City will also provide chemical agents and other weapons when required. There will be a reserve of chemical agents made available for which employees may exchange empty canisters for full canisters upon request. This reserve of chemical agent canisters will be stored in a method which allows it to be accessed and issued by any Sergeant on shift.

### Section 2. Protective Vests

Each officer assigned to a weapons carrier assignment will be provided with a ballistic protective vest and weapon for the shift. The non-issued carrier vests (currently stored in intake locker) will be sent out for professional cleaning twice per year paid for by the department.

### Section 3. Uniform Clothing Allowance

The City shall provide annual uniform and footwear maintenance and replacement allowance to all uniformed personnel as shown on the following chart. Employees shall be paid quarterly for the purposes of maintaining and replacing uniforms. Payments of $375.00 will be made on the second pay date of each quarter. Any uniform item damaged in the performance of work duties will be replaced by the City. Any uniform not damaged will be inspected no less than every three years to determine whether it should be replaced. New hires shall be paid the first quarter following their hire date.

Uniforms and equipment must be maintained in good condition and shall only be worn or used on official City business or as authorized by the City.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

### Section 1. Normal Work Period

The City and the Association agree that the normal paid bi-weekly working hours shall be eighty (80) hours including meal breaks.

**Section 2. Meal Breaks**
The City will provide a meal period of thirty (30) minutes for an 8 hour work shift; forty-five (45) minutes for a 10 hour work shift; and sixty (60) minutes for a 12 hour work shift.

**Section 3. Shift Arrangement**
The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

(1) Initial Orientations
(2) POST Academy
(3) In-House training
(4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days, unless the employee agrees to a shift deviation with a shorter notification period.

**Section 4. Mutual Swaps**
(A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

(1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
(2) The supervisor(s) approves the exchange in writing; and
(3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

(B) Once approved, shift changes shall not be subjected to further review, except for operational needs.

(C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.

(D) All swaps must be paid back within one hundred twenty (120) calendar days, not to be extended past the same bid year.

(E) Probationary employees shall be allowed to exchange hours of work with other employees.

**Section 5. Work Schedule Changes**
If a change in work schedule is requested or required, the Association and the Chief shall meet to discuss the proposed change prior to implementation.

The City may discontinue a work schedule, if, in good faith, and after discussions with the Association, it is determined that the current schedule is not in the best interest of the City or the department. Any change to a work schedule requires an advance notice of a period of sixty (60) calendar days.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

**Section 6. TILO**

(A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

(B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees in the same manner as vacation and sick leave hours are reported.

(E) No employees may have an accumulated balance of TILO time exceeding three hundred (340) hours at the end of any pay period. Sixty (60) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

(F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

**Section 7. Overtime**

(A) Regular Overtime-Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime-If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is

not scheduled, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater at time and one-half (1 ½), and not subject to FLSA provisions in Section A. at time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.

(C)Holiday Overtime–Holiday overtime is paid the same as scheduled overtime (one and one half times the employee's regular rate of pay. However, should an employee be frozen and held over beyond the normal scheduled shift hours on a designated holiday, that employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours they are frozen and required to work in excess of normal shift.

**Section 8. Overtime Procedures**

(A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:

1) Pre-scheduling should be accomplished whenever possible
2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
3) A system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.
4) An employee who is unable to report for scheduled overtime must notify the department at least one (1) hour prior to the start of their scheduled overtime shift.

(B) Involuntary (Mandated) Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy. The frozen employee may coordinate with another employee to work the balance of their freeze after they have met the minimum time (15 minutes) to be credited with the freeze.

(C) Each shift will maintain a list of officers by seniority. Within the first two (2) hours of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.

(D) Officers in special assignments may be included on the "Freeze" lists.

(E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

(F) If an employee is required (mandated) to work beyond their scheduled shift for 15 minutes or more, they will be considered "frozen."

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

**Section 9. Call Back Pay**

When required, the Department Head or designee may call back one or more members of the Department. For purposes of this paragraph, Call Back Pay is defined as compensation earned for returning to duty after an employee has completed his/her regular work shift, is off duty for any period of time, and then returns to duty with less than 12 hours' notice. When an employee is called back to work, the employee shall be paid overtime on a time and one-half (1½) rate basis. In addition, the employee will be paid no less than four (4) hours or the time actually worked if over the four (4) hour minimum. However, in the event the period of call back runs into an employee's normal work shift, said employee shall be paid time and one-half (1½) for only those hours worked outside of his/her normal work shift.

An employee who works less than four (4) hours on the initial call back and is then called back a second time during the initial call back period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called back for a second time after the expiration of four (4) hours from the first call-back, he/she shall be paid for a minimum of four (4) hours for each call back except as provided in the previous paragraph.

## ARTICLE 12 - HOLIDAYS

The City and the Association agree that the holidays shall be:

New Year's Eve
New Year's Day
Martin Luther King Holiday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day (Day after Thanksgiving)
Christmas Day

Any day that may be declared a national holiday by the President of the United States, or any day that may be declared a holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

All holidays shall be observed as dictated in NRS 236.015.

Employees wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a holiday and who are relieved of duty after reporting for duty on the holiday shall continue to receive holiday pay for the balance of

their shift. No employee will be forced not to work the holiday to avoid overtime payment, excluding special assignments.

**Section 1. Holiday Pay**

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at one and one-half the regular rate of pay for all hours worked on the holiday, except as provided in Article 11, Section 7(C).

In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the holiday.

Holidays that fall on an employee's regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

PERS will be paid for all hours worked when a state recognized holiday falls on a normal workday. If an employee works on a holiday that is not their regular workday, PERS is not paid (per NRS).

## ARTICLE 13 - ANNUAL LEAVE

**Section 1. Purpose**

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

**Section 2. Accrual**

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

(A) Three and eight hundredths (3.08) hours bi-weekly for first 12 months.
(B) Four and sixty-two hundredths (4.62) hours bi-weekly for 13 months to 120 months.
(C) Six and ninety-two hundredths (6.92) hours bi-weekly for months 121 to 180.
(D) Seven and seven tenths (7.70) hours bi-weekly for months 181 and higher.

**Section 3. Accumulation**

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual for those who have attained Peace Officer status prior to July 1, 2013. Those employees hired on or after July 1, 2013, or who attained Peace Officer status on or after July 1, 2013 will accrue a maximum of 250 hours. During the calendar year, any annual leave

that exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

**Section 4. Payout**

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

**Section 5. Applications for Leave**

Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. For the procedures on applying for Annual leave, refer to Article 18 Seniority; Section 2. Use of Seniority. The Departmental vacation scheduling procedures and unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

**Section 6. Advanced Leave**

Upon approval by the City Manager via Department chain of command, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave; either by deduction from any amount owed him by the City or by cash refund.

**Section 7. Annual Sellback**

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to eighty (80) hours of annual leave for up to eighty (80) hours pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.
3. Employees must have been in the classified service for a minimum of eighteen (18) months.

**Section 8. Special Circumstances**

In the event of death or medical retirement under the PERS system of an employee during their tenure with the city, the employee's unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's

designated beneficiaries as specified in their Human Resources records, or if no designated beneficiary, to the employee's estate. Employees may donate up to 80 (eighty) annual leave hours as entered into the city payroll system no later than 21 calendar days after the date of death.

## ARTICLE 14 - SICK LEAVE

### Section 1. Earning & Use of Sick Leave

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used.

Sick leave with pay may be used by employees who are:

(A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

(B) Immediate Family Care. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Immediate Family Care leave shall be taken as sick leave; such cases require approval of the Department Head. Such leave, typically, is limited to a maximum of five (5) work shifts per year.

(C) Doctor Appointment: Required to take time off from work for the purpose of keeping a personal medical appointment. Such leave shall be limited to a maximum of 4 hours for any one appointment. The initial request and any subsequent request for additional time must be submitted to and approved within 72 hours of the appointment. Such leave shall not be the sole factor in determining patterns of excessive use or abuse of sick leave for disciplinary purposes. Employees should make every effort to schedule appointments before or after work hours.

(D) FMLA-Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

### Section 2. Reporting Requirements

(A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave, unless incapacitated.

(B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

(1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above and in the timecard policy.
(2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave, not covered by FMLA. The employee will be notified in writing in advance when a Certificate of Recovery will be required. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Family and Medical Leave Act (FMLA) as amended 2009 and Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks of any kind, unless an employee is a no-call, no-show or the Department has probable cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probably cause for the residence check. This statement shall be provided to the employee and the Association within twenty-four hours of the residence check. This residence check shall be conducted only by Administrative Officer of the Day within the Department.

Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave may be considered evidence of abuse of sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

(D) To allow the parties the flexibility to apply progressive discipline to employees who are using sick leave in a manner that has a negative impact on other employees and operations, the parties agreed that, as a general rule, any person who uses more sick leave days per year than what he/she accrues is excessive. It is understood that the

leave accrual usage comparison is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees. Supervisors will be required to look at historical attendance and patterns of use in their performance counseling of the individuals. As a standard concession, the use of sick leave for funeral attendance, a scheduled medical appointment or the care of immediate family members (as described in Article 14, Section 1(b)) shall not be included in the Supervisors counseling as a negative impact, unless abuse can be proven. For the purpose of an extended illness or injury, the FMLA standard will apply. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries.

**Section 3. Payoff of Sick Leave**

(A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon separation for any reason, sick leave and hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1,000 hours.

(B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, through June 26, 2011, will have a cap of 840 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours, and paid at the employee's hourly rate including longevity and shift differential (if applicable) at the time of separation. Employees hired after June 26, 2011 shall have a maximum accrual of 600 hours. However, employees shall receive payment for one-half the amount of unused sick leave accrued, up to maximum payment for 210 hours, upon separation, after ten (10) years of continuous full-time service. Employees will be paid at the employee's hourly rate including shift differential (if applicable) at the time of separation.

(C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 840 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees hired after June 26, 2011 shall have no annual "buy back".

(D) Employees hired on or after July 1, 1991 shall receive payment for 100% of the accrued sick leave up to maximum of 840 hours upon separation after 20 years of

continuous employment with the City. Employees hired after June 26, 2011 shall receive payment for 100% of accrued sick leave up to maximum of 420 hours upon separation after 20 years of continuous employment with the City.

(E) In the case of death or medical retirement under the PERS system of an employee during his tenure with the City, the employees unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

**Section 4. Sick Leave Bonus**

Employees will be awarded a sick leave bonus of $1,250.00 for perfect attendance from July to December - payment in January; and $1,250.00 for perfect attendance from January to June - payment in July. The only exception that does not count against perfect attendance is approved bereavement and approved worker's compensation. FMLA will be a disqualifier for attendance bonus contest purposes.

**Section 5. Bereavement Leave**

(A) The department shall authorize any accrued leave for bereavement purposes due to the death of an employee's parent/step-parent, current spouse, child, grandchild, grandparent, brother/sister, current mother/father-in-law, foster parent, guardian, current daughter/son-in-law, current sister/brother-in-law, stepchild, adopted child or current significant other. "Significant other" means a person the employee presently lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In the event the employee requires additional time, they must receive approval in advance from their Director or designee.

## ARTICLE 15 - OTHER LEAVE

**Section 1. Application and Examination Leave**

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

**Section 2. Blood Donors Leave**

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

**Section 3. Catastrophic Leave**

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, and annual leave.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City Payroll office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

(H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

(I) Eligible employees:

a. The Catastrophic Leave Program is available to all Association bargaining unit members.

b. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."

c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.

d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

**Section 4. Family and Medical Leave Act**

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Family & Medical Leave Act, as amended in 2009 apply to this Article.

**Section 5. Jury Duty or Court Witness**

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-back pay as specified under Article 11, Section 9. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty or subpoena. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

**Section 6. Leave of Absence or Leave without Pay**

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave only when such paid leave has been exhausted, or for other justifiable reasons approved by the Chief (or designee.)

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

**Section 7. Childbearing/Employee Bonding Leave**

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. This leave runs concurrently with any available FMLA leave the employee may have. Employees are eligible for this leave for a period up to 12 months after the birth or

placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating the employee may be permitted to continue working. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

**Section 8. Military Leave**

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of thirty (30) shifts of leave and pay, or in accordance NRS 281.145, whichever is greater.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation or TILO leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

## ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE

### Section 1. Life

The City shall provide twenty thousand dollars ($20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

### Section 2. Medical Benefits

(A) It is recognized, that employees covered by this agreement will continue to be covered for hospitalization, health, medical, dental and vision as set forth in the "Teamsters Security Fund for Southern Nevada, Local 14" established by an agreement and Declaration of Trust dated October 1, 2014. (TRUST") Additional benefits include Employee Assistance (EAP) and Life Insurance. The City and the Union agree that the City will pay the amount set forth below, per covered employee per month:

July 1, 2020 through June 30, 2021: $1050.00

July 1, 2021 through June 30, 2022: $1090.00

For the periods July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017 the maximum contribution per employee per month under this Article was $1100. The amounts set forth above reflect a reduction in the amounts to be paid by the CITY over the course of this agreement.

SB 241 was passed by the Nevada State Legislature in 2015, and later codified as NRS 288.225. It required in part that an association would reimburse a local government employer for all association hours used to conduct union business by payment,

reimbursement or offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer. Article 8, Section 3, of the prior Collective Bargaining Agreement in place between the parties was entered into in accordance with SB 241. The parties have been involved in a multitude of disagreements over the reimbursements due under Article 8, Section 3 of that CBA. The reduction of existing contribution rates the City is obligated to pay for benefits for the term of this CBA, as reflected in this Article is intended to reflect a full compromise and settlement of all outstanding disagreements or disputes over reimbursement payments due under Article 8 Section 3 of the prior CBA. Both parties acknowledge not only the instant dispute(s), but also proposed or pending legislation, which may affect their existing/or prospective dispute(s) and litigation, if such are continued, and expressly agree the contribution reduction for the term of this CBA is a good faith effort to avoid uncertainty and to resolve any disputes the parties have concerning their differences on the intent and meaning of NRS 288.225. The parties are hereby agreeing to the course of conduct for the term of this Agreement, notwithstanding any future changes to NRS 288.225, and understand the course of conduct to be viewed as a global resolution of all issues of payments required by to be made to the City by the association as well as any issues regarding claimed reimbursements of payments previously made by the Association. The parties agree they will execute any and all documents necessary to dismiss all pending actions and waive any potential actions concerning interpretation over Article 8, Section 3 of the prior Collective Bargaining Agreement

(B) Effective July 1, 2019, employees of the collective bargaining unit will be covered by the Teamsters' medical, dental and vision benefit plan.

(C) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified in Section 2(A) to be paid by the City. The City agrees to offer said deductions on a pre-tax basis per the provisions of Section 125 of the Internal Revenue Service Code, and the Association agrees to provide the City with adequate notice (minimum 45 calendar days) of those employees who will be subject said deduction.

(D) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters from their proposal. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.

(E) If the City establishes an employees' retirement health savings plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

## ARTICLE 17 – DISABILITY

### Section 1. Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

### Section 2. Accidents or Injury

Should an employee suffer a service-incurred disabling accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

### Section 3. Procedures

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or

unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

**Section 4. Long Term Disability Insurance**

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits

## ARTICLE 18 – SENIORITY

**Section 1. Seniority List**

(A) City seniority shall be defined as an employee's length of active continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s), within the bargaining unit and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Employees who return to classified service as a result of a reduction in force will be credited 100% toward classification seniority of the time spent in the appointive rank.

For movement from Lieutenant to a Sergeant and/or an Officer rank for any reason other than a reduction in force:

- Employees who return to the Sergeant rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the higher level rank.
- Employees who return to the Sergeant rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the higher level rank.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion

to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division by the Association.

C) For purposes of promotion, seniority shall be determined by:
a. Length of time in classification; if tie, then
b. Department service date; if tie, then
c. City hire date; if tie, then
d. Human Resources time stamp
e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

**Section 2. Use of Seniority**

(A) In scheduling annual leave, Regular Days Off and shift preference, the Corrections Officers shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Department Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place after the first full pay period in January.
As vacancies occur throughout the year, notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The position will be posted for review for 14 days. After the review period the position(s) will be open for bidding for a period of 14 days. The senior person submitting a bid shall be approved to fill the vacancy. The secondary vacancy created by the switch will not be subject to the bid process and will be filled by the new hire.
Officers may only secure one change of shift per bid year.

C) By the first week of November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four (4) weeks will be allowed.
The first picks will be completed no later than 14 days prior to the annual shift change. Any subsequent requests for annual leave must be submitted within the next 45 days, which is known as the "45 Day Rule."
One second pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. A maximum of four (4) weeks will be allowed. The second pick can be submitted any time throughout the year, after all first picks are complete. All applications for annual leave will be responded to within ninety-six (96) hours of submission.
Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

## ARTICLE 19 - SPECIAL ASSIGNMENTS

**Section 1. Definition**

Under current operating conditions, the following assignments are deemed "special assignments":

a. Classification (Sergeant);
b. Classification Officers;
c. Fire Safety Officer;
d. Gang Investigator;
e. Operations Sergeant;
f. Property Officer;
g. Training Sergeant (non-rotational);
h. Training Officers (5 years)*;
i. Professional Standards Officer (5 years);
j. Internal Affairs Investigator/Sergeant (non-rotational) and;
k. Other assignments as discussed and agreed upon by the parties.*

*If parties cannot agree, disputes arising from such disagreements will be referred to the City Manager's Office designee for resolution. The decision of the City Manager's Office designee will be binding and not subject to the grievance and arbitration procedure except for safety considerations.

***g and h (above) cannot be on the same rotation plan*

**Section 2. Duration-Special Assignments**

All rotational special assignments shall be posted for application by August 1st of each year and all assignments are to be made within thirty (30) days of posting. All rotational special assignments shall be posted and applied for annually. Any officer selected for a rotational special assignment must commit to a minimum of one (1) year in the assignment. The length of rotational assignment shall not exceed three (3) or five (5) years, unless no other officer meeting the minimum qualifications for the assignment applies for the assignment after the incumbent's third year, or as specified above. Upon completion of the special assignment, twelve months will elapse between another special assignment except non-rotational positions, and in the event of special circumstances as discussed and agreed upon by the parties. An officer may apply for a different special assignment upon completion of current rotation. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include, as a minimum qualification, the applicant has passed his/her probationary period and has been confirmed as a Sergeant prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy. Upon initial placement into special assignment, the selected employee will be provided two (2) shirts and two (2) pants.

**Section 3. Temporary Assignments**

Any assignment that lasts longer than 48 (forty-eight) months shall be subject to reclassification to a Special Assignment. When a temporary position is classified as a

Special Assignment, it will be subject to all the provisions of Section 2 above at the beginning of the pay period following the reclassification as a Special Assignment. When a temporary position is reclassified as a Special Assignment, the parties will meet and confer regarding replacement staffing.

In the event the temporary assignment becomes a special assignment under this section, the parties shall meet to negotiate the length of the special assignment. After the length of assignment is agreed upon, the Chief may appoint the incumbent to said special assignment for a period not to exceed the agreed upon length of assignment.

## ARTICLE 20 – RETIREMENT

(A)The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

(B) Any increase to the Public Employees Retirement System contribution rate above the current rate will be shared by the City and the employee, each paying 50% of the increase; employee paying through salary reduction and the City paying the other half.

## ARTICLE 21 - REDUCTION IN FORCE

### Section 1. Notice to Association

(A) Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least sixty (60) calendar days prior to the effective date of notification to employees.

(B) Whenever it is determined that a lay-off of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

### Section 2. Provisions

(A)The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

(1) Competition for retention shall be by classification within the department.
(2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
(3) The order of reduction in force within a classification shall be

(a) Temporary

(b) Probationary Employees
(c) Part-Time Employees
(d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.

(4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
(5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.
(6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.
(7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.
(8) Separation under this rule shall require at least sixty (60) days' notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City. Employees reduced out of the workforce through "outsourcing" shall receive sixty (60) days' notice and three (3) months' severance pay.

(B) The City may consider offering an early retirement incentive to all employees prior to implementing any reduction in force.

(C)Temporary employees appointed to the classification covered under this Agreement on a temporary basis in a City funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

(D)Employees who are rehired after an involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for the purposes of longevity, sick leave, annual leave and other service time related benefits; rehired employees will start securing these benefits at the same rate as when they left City employment.

(E) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.

(F) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

## ARTICLE 22 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within two (2) years after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.
3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.
4. Upon rehire, employees will have their salary set at the closest salary grade and step as existed at the time of separation. Department seniority shall be reinstated to same level as of the time of prior separation and the employee shall serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after six (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve month period will be at the discretion of the Chief.
5. Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

## ARTICLE 23 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an "outside" employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment (e.g. conflict of interest). The response shall not be delayed for more than thirty (30) calendar days from date of receipt.

(B) Any "outside" employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

(C) Outside employment shall not create a conflict of interest with City or Departmental business and will be considered secondary employment in all instances.

## ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief (or designee) at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.
The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

(C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within two weeks of each meeting.

(E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

## ARTICLE 25 - DISCIPLINARY ACTION

### Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

### Section 2. Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

**Section 3. Progressive Discipline Steps** - The usual progressive discipline steps are:

A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisorwhich puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to

be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.
b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

**Section 4. Records**

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is

proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.
Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

**Section 5. Disciplinary Meetings**

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

**Section 6. Purging Files and Records**

A. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

B. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

C. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

D. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

E. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

F. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

G. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

**Section 7. Just Cause**

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;

C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

F. Physically striking or threatening a supervisory, managerial, or other employee;

G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

## ARTICLE 26 - GRIEVANCE PROCEDURES

### Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

### Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

If, after the employee receives their findings, the employee and/or the Association believes that facts of the case were not properly considered; then the parties will meet with the Chief or designee to discuss the facts of the case.

**Section 3. Grievance Procedure**

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.

(1)It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.

(2)No regular employee shall be discharged except for just cause defined in Article 25, Section G, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.

All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

The time limits stated above shall not commence so long as the grievant/Association and the Chief or designee are engaged in informal discussions in an attempt to resolve the issue without filing a formal grievance. However, the grievant/Association may file a written grievance at any time during the informal discussion period in order to move the dispute to the formal process.

Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

***STEP 1:*** The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall, within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to

reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.

***STEP 2:*** In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have fourteen (14) calendar days from the date of the meeting to answer the grievance in writing. The Chief or designee shall respond in writing.

***STEP 3:*** In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

***STEP 4:*** If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due. The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

**Section 4. Arbitration Procedures**

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as

agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

**Section 5. Awards**

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

**Section 6. Time Limits**

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

**Section 7. Grievance Resolution**

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

## ARTICLE 27- SAFETY AND HEALTH

**Section 1. General**

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state and local laws and policies.

(B) Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that affect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.

It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely affect the safety of the employees, the City will first discuss the proposed policy with the Association before implementing the policy.

**Section 2. Report of Injury**

(A) At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.

(B) Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

**Section 3. Safety Coordinator**

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

**Section 4. Safety Committee**

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required to notify the Department Head of all recommendations of the Safety Committee. The Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

**Section 5. Staffing**

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this

Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

## ARTICLE 28 - SAVINGS CLAUSE/WAIVER

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(C) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

## ARTICLE 29 – PERFORMANCE EVALUATIONS

Employee performance evaluations for Correction Officers will be completed prior to the annual change of shift rather than on the officer's anniversary date. Aligning the evaluations with the shift change will decrease the possibility of an employee having performance evaluations from different supervisors during the evaluation period.

If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

## ARTICLE 30 – PROMOTIONS

### Section 1. Promotion Selection Process

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.

The promotional eligible lists will be arranged by score, from the highest to the lowest eligible score. Employees will be notified of their final score and their placement on the list.

The top five (5) or twenty-five percent (25%) (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacation positions. The twenty-five percent (25%) calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).

The promotional lists will be arranged by score, from highest to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51; 79,346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.0 will be considered a failing score. Employees will be notified of their final score and their placement on the list.

After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.

In the case of tie scores, all names with the tie scores will be considered as one.

The City will provide 45 days notice of the testing date for the promotional recruitment. The 45 day notice will be given to the Union President for dissemination to the current Corrections Officers.

A list of study materials will be given to the applicants by Human Resources staff at the time of application or upon request to Human Resources.

A representative of the Association will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussions. No Detention and Enforcement employees shall serve as assessors or on the oral board.

If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

### Section 2. Promotional Increase

Effective July 1, 2013, those promoted internally from Corrections Officer to Corrections Sergeant will receive a 5% increase in pay plus one additional step in the pay range.

## ARTICLE 31 – DURATION

This Agreement shall become effective July 01, 2020, and continue in full force and effect through June 30, 2022. However, if the parties hereto do not arrive at a new agreement before June 30, 2022, the non-economic provisions of this agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the effective date of this agreement, unless otherwise specified in the contract.

**DATE** _____

**CITY OF LAS VEGAS**

BY_____
Jorge Cervantes, City Manager

**LAS VEGAS PEACE OFFICERS ASSOCIATION, INC.**

BY_____
Scott Edwards, President

Approved:
_____
Carolyn Goodman, Mayor

Attest:
_____
LuAnn Holmes, City Clerk

Approved as to Form:
_____
Morgan D. Davis, Assistant City Attorney

**LVPOA 2020-2022 Tentative Agreement**
**Estimated Fiscal Impact**
*based on employee data as of February 10, 2021*

| | Projected Cost |
|---|---|
| Year 1 - 2.75% one-time cash payment to all eligible employees | 467,979 |
| YEAR 1 SUBTOTAL | 467,979 |
| | |
| Year 2 - 1.75% Cost of Living Adjustment (COLA)[1] for Tier 1 employees | 289,000 |
| Year 2 - 2.00% Cost of Living Adjustment (COLA)[1] for Tier 2 employees | 160,000 |
| Year 2 - Tier 2 POB.6 wage schedule - Add three additional steps to the top of wage schedule | 83,000 |
| YEAR 2 SUBTOTAL | 532,000 |
| | |
| **TOTAL COST OF 2-YEAR AGREEMENT** | **999,979** |

[1] *Projected cost of COLA includes base wage, longevity, and PERS impact. Does not include other supplemental pays or vacant positions.*

# LVPOA TENTATIVE AGREEMENT

April 7, 2021



Submitted at City Council
Date: 4/7/2021 Item: 43
Submitted by: Staff

# Background

- LVPOA bargaining unit covers approximately 205 employees (Corrections)
- Negotiations started on February 24, 2021
- Agreement was reached after Meeting #5, on March 17, 2021
- **Two-year agreement: 7/1/20 – 6/30/22**

# Wages

Year 1

- 2.75% one-time cash payment

Year 2

- 1.75% base wage increase for Tier 1 employees
- 2.00% base wage increase for Tier 2 employees

# Other Changes

- Tier 2 Corrections wage schedule – add three steps to the top of the range
- Minor, non-economic, changes for administrative processes or language cleanup
- Most articles remained the same (status quo)

# Fiscal Impact

| | |
|---|---|
| Estimated cost of Year 1: | $467,979 |
| Estimated cost of Year 2: | $532,000 |
| **Total cost of 2-year agreement:** | **$999,979** |

# Recognition

The City would like to thank the LVPOA Negotiating Team:

- Scott Edwards
- Russell Jernee
- Michael Weyand
- Todd Chafee
- Gerardo Curiel
- Matthew Giacomino
- James Bledsoe

# Questions / Comments?

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**44**

**DEPARTMENT: City Manager** **DISCUSSION**
**DIRECTOR: Jorge Cervantes**

**SUBJECT:**
ADMINISTRATIVE:

Discussion for possible action regarding the ratification and contract development of Seth Floyd as the Director of Community Development ($152,000 + Benefits - General Fund) - All Wards

**FISCAL IMPACT:**
Budget Funds Available
Amount: $152,000 + Benefits
Funding Source: General Fund
Dept./Division: Planning

**PURPOSE/BACKGROUND:**
Mr. Floyd started with the City of Las Vegas initially in 2005 in the Planning Department and most recently with the Office of the City Attorney as of 2017. He is currently a Deputy City Attorney III and represents the Department of Planning, and he has provided legal counsel for various boards and commissions, including Planning Commission, Historic Preservation Commission and the Commission for the Las Vegas Centennial. Mr. Floyd holds a Juris Doctorate from the William Boyd School of Law at UNLV, and he completed his Bachelor's degree from the University of North Carolina. Seth is a native Las Vegan and Bonanza High School graduate.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
None

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**45**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
Hearing and discussion for possible action regarding a complaint for disciplinary action against Soul of Afrika Corp. and Eudora Mordi-Ozigbu, President, whose place of business is located at 1750 South Rainbow Boulevard, #8, Las Vegas, Clark County, Nevada, 89146 as holders of Beer Wine Cooler On-Sale License No. P66-00345/L68-00029, Restaurant License No. G66-06515, Tobacco Sales/Lounge License No. P67-00167, and Tobacco Dealer License No. G67-04516 for violations of the Las Vegas Municipal Code - Ward 1 (Knudsen)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Since receiving its restaurant license on October 4, 2018, Beer Wine On-Sale License on December 19, 2018, Tobacco Sales/Lounge License on August 8, 2019, and Tobacco Dealer License on August 20, 2020, Soul of Afrika and Eudora Mordi-Ozigbu (its owner and sole shareholder) have engaged in repeated unapproved nightclub activity, including but not limited to DJ parties advertised on social media, even though the business is licensed only as a restaurant. These activities have led to regular unlicensed activities at the business, one of which led to a shooting in the parking lot of the business. As a result of this activity, as well as the licensees' lack of cooperation and compliance, a public nuisance and safety issue has been created by the licensees, all in violation of the laws of the State of Nevada and the Las Vegas Municipal Code.

**RECOMMENDATION:**
Fine of $3,000.

**BACKUP DOCUMENTATION:**
None

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**46**

**DEPARTMENT: Finance** **DISCUSSION**
**DIRECTOR: Venetta Appleyard**

**SUBJECT:**
Discussion for possible action regarding the recommended Fiscal Year 2022 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Discussion and review of the City Manager's Office (CMO) recommended Fiscal Year 2022 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency, and allow Council the opportunity to provide feedback and guidance relative to Council priorities, appropriation spending levels, resource allocations and reserve requirements.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

# Tentative Budget FY2022

## City Council Meeting

*April 7, 2021*

Submitted at City Council
Date: 4/7/2021 Item: 46
Submitted by: Staff

# FY22 Budget Summary

- **Tentative budget responds to:**
  - **Public Safety**
    - Marshals in parks
    - Elimination of fire station equipment brown outs
    - Homeless support
  - **Neighborhood Revitalization**
    - Community Services expansion
    - Code compliance support
    - Hourly staff funding
  - **Medical Accessibility**
    - Wellness Centers
  - **Internal Support**
    - Position restorations
    - Travel/training

# FY21 Year-End Estimate Summary

- **Current Estimate of Revenues are greater than budget - $64.7M**
  - C-Tax year-end estimate is $78.0M greater than budget
  - Property Tax year-end estimate is $3.5M greater than budget
  - Unbudgeted payoff of old City Hall Note increased revenue by $15.0M
  - No transfer in of $32.6M from Financial Stabilization needed (will be used for one-time capital)
- **Current Estimate of Expenditures underrunning budget - $10.6M**
  - Labor savings due to vacancy management

# FY22 Summary Highlights

- **C-TAX – growth expected**
  - Estimating 4.1% growth over FY21 year-end estimate
- **Property Tax caps at 3.0% residential and 7.7% non-residential**
  - Estimating 5.1% growth over FY21 year-end estimate
- **Restorations in priority areas**
- **Filing a surplus budget for FY22 Tentative**
  - Revenues in excess of expenditures by $11.3M due to recovery of core revenues bolstered by Federal stimulus monies
- **Recommend use of Excess fund balance in FY21**
  - Excess beginning fund balance of $25.4M coupled with excess FY21 revenues and cost underruns provide one-time money for capital and maintenance needs of $100.7M

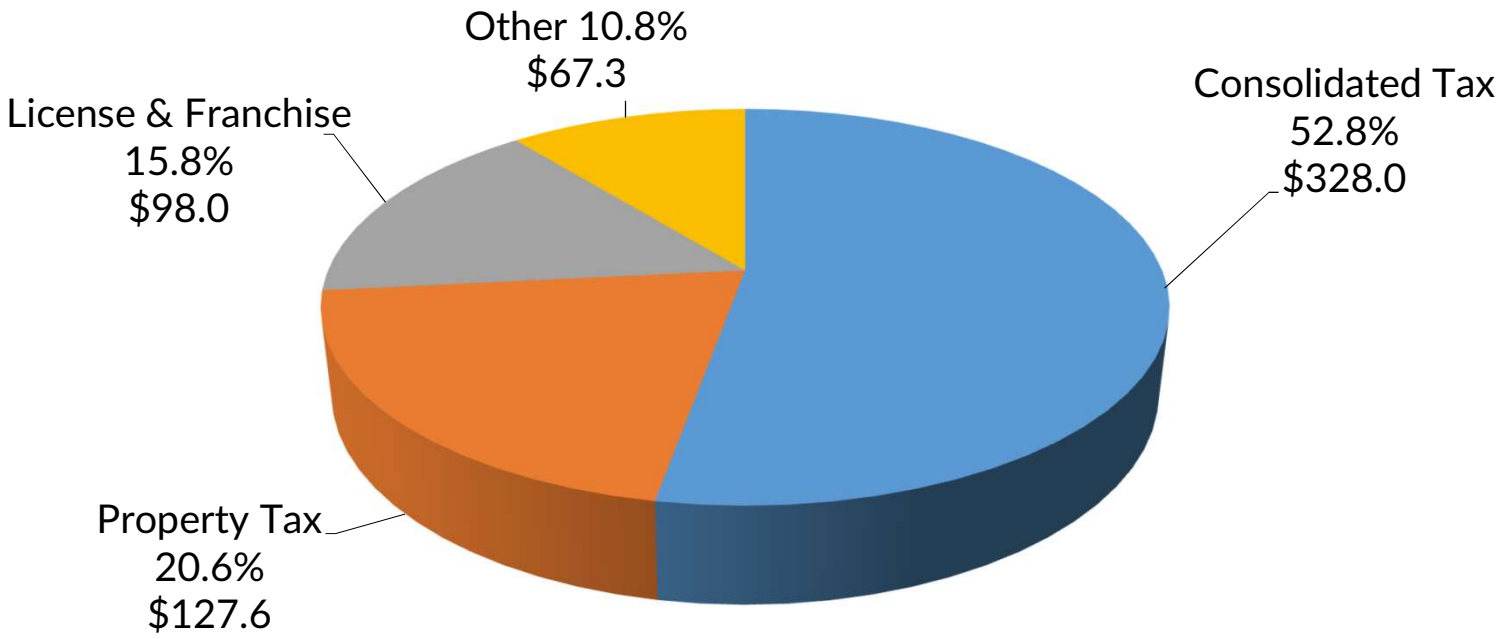
# FY22 Revenue Assumptions

**Revenues - overall (projection to budget) increase of 0.7%**

- C-TAX increase at 4.1%
- Property Tax increase at 5.1%
  - Assessed value increase 3.1%
  - Tax cap for residential at 3% and non-residential at 7.7%
  - Abatement $39.3M
- License & Franchise increase of 2.9%
- Fines and Charges for Services & Other revenues increase at 10.3%
  - $7.1M Medicaid Reimbursement
  - Recovery of revenues for Parks, Rentals, and Municipal Court which were all severely impacted by the pandemic
- Contribution from Redevelopment Agency of $2.1M

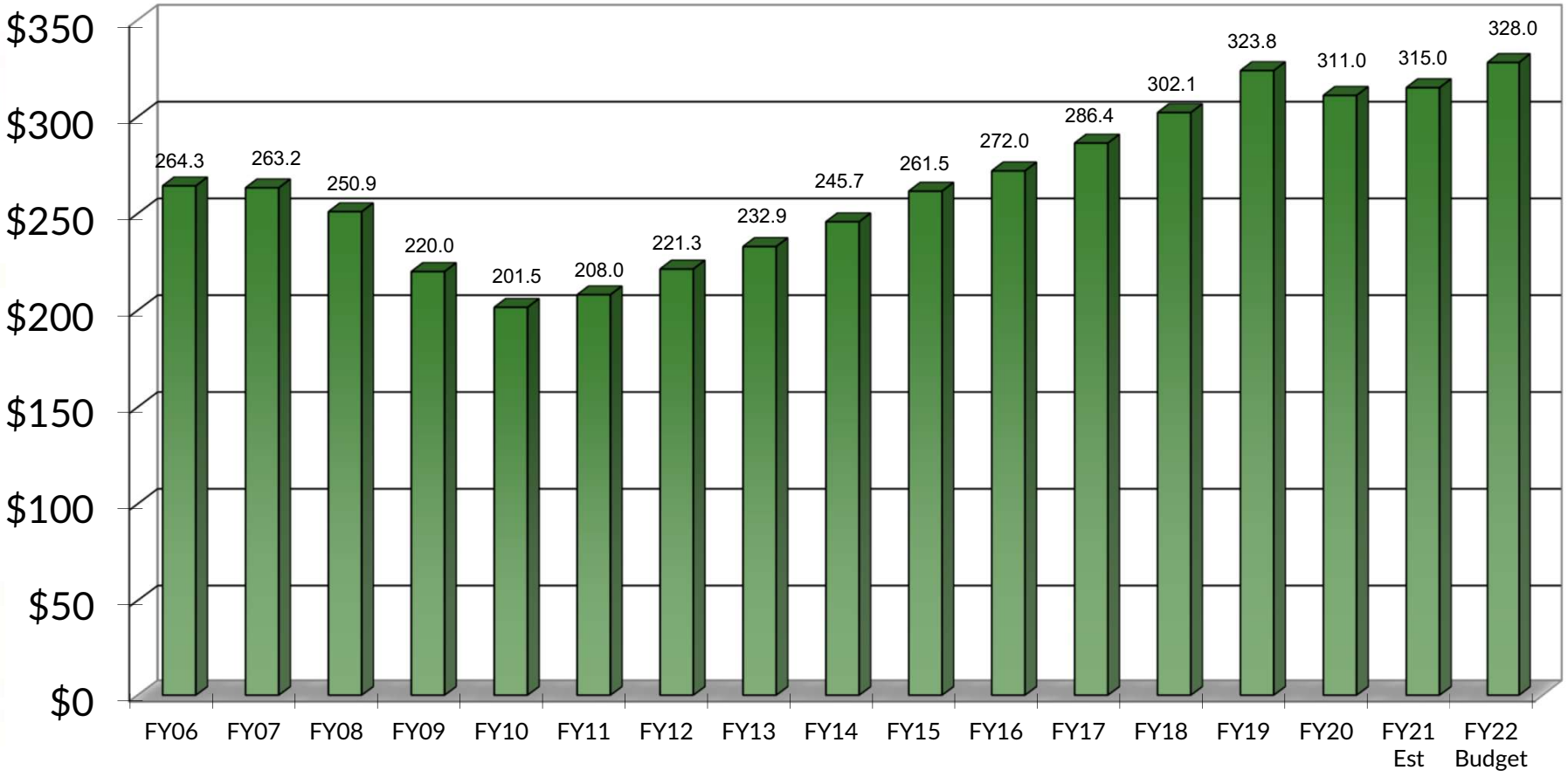
# FY22 General Fund Revenues

**(Total $620.9 by category expressed in millions)**



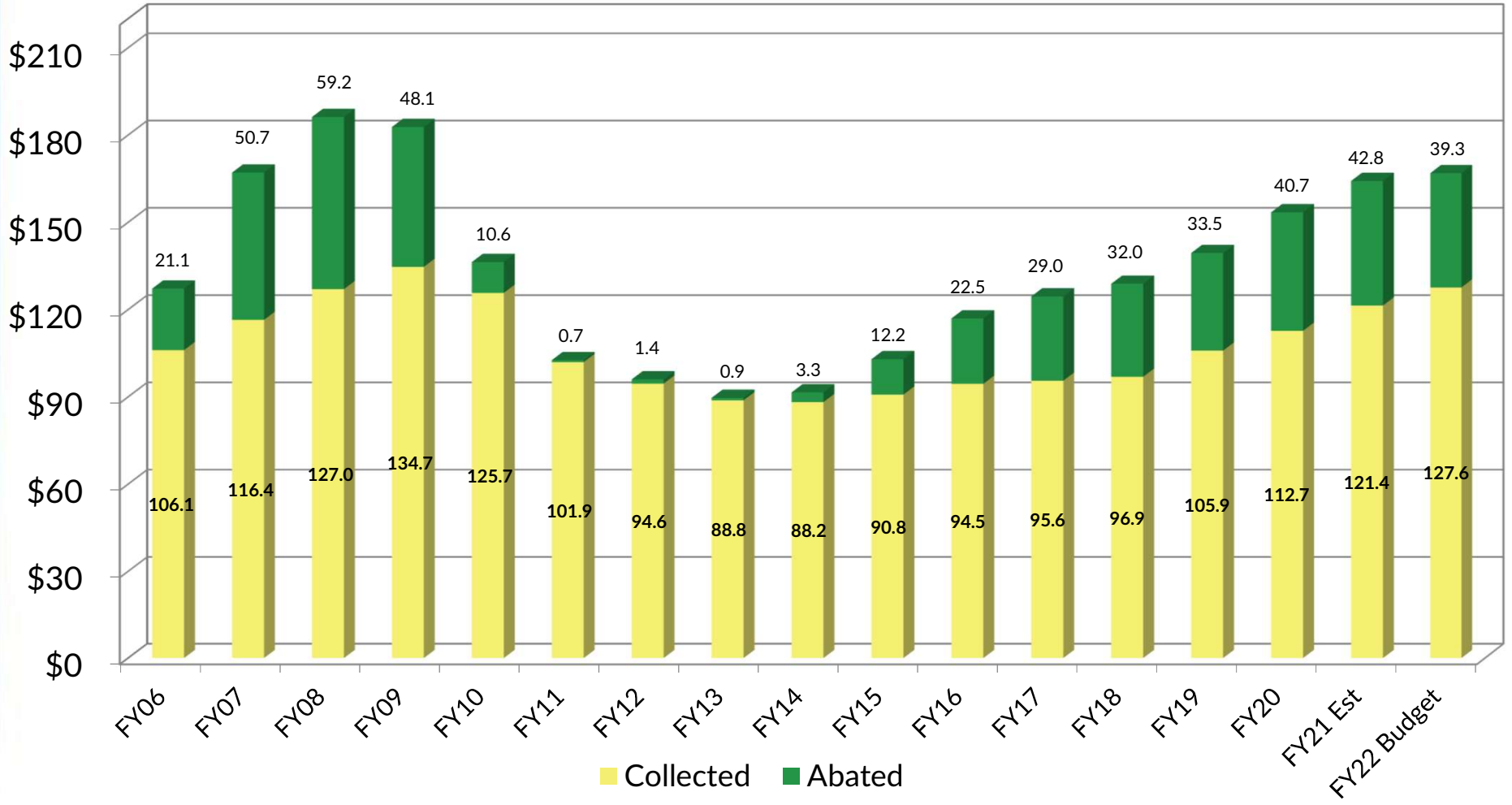
# Consolidated Tax History

**($ in millions)**



# Property Tax History

**($ in millions)**



# FY22 Expenditure Assumptions

## Restoration in Council Priority Areas

- Collective Bargaining Agreements
  - PPA – Approved 3/17
  - IAFF and POA – Pending approval on 4/7
  - CEA - Open
- Metro requested increase at 3.34%
  - Adds 86 commissioned officers to re-establish 2 officers per 1,000 ratio
  - Six academies per year
- Restored Fire Overtime budget to FY20 levels
  - Eliminates equipment brown outs
  - Two, six month academies with 25 trainees at each
  - Restorations in training and support staff

# FY22 Expenditure Assumptions (cont.)

**Restoration in Council Priority Areas (cont.)**

- Restoration in DPS of 13 positions to meet public safety needs
  - Phase in six additional Marshals and six Communication Specialists in FY23
  - Phase in 3 Animal Control officers one each year (FY22-FY24)
- Restoration in the Development Service Areas to support business and development
- Restoration in areas of neighborhood outreach, revitalization and health & wellness strategy
- Restoration of City wide support staff activities
- 54.5 restored positions

| | | | |
|---|---|---|---|
| General Fund | 39.0 | Non-Public Safety | 37.5 |
| Other Funds | 15.5 | Public Safety | 17.0 |
| | 54.5 | | 54.5 |

# Position Recommendations

- ✓ **General Fund – 39**
  - 1 – Building and Safety – Engineering Associate
  - 1 – City Clerk – Electronic Records Specialist
  - 1 – Community Services – Homeless Services Technician
  - 2 – Community Services – Community Program Technician
  - 1 – Community Services – Management Analyst I
  - 1 – Community Services – Administrative Support Assistant
  - 1 – Cultural Affairs – Facility Event Coordinator
  - 5 – Department of Public Safety – Deputy City Marshal
  - 2 – Department of Public Safety – Deputy City Marshal Sergeant
  - 1 – Department of Public Safety – Animal Control Officer
  - 1 – Department of Public Safety – Management Analyst II
  - 2 – Department of Public Safety – Materials Management Technician

# Position Recommendations (cont.)

- ✓ **General Fund**

  2 – Finance – Financial Analyst I
  1 – Fire and Rescue – Fire Training Officer
  1 – Fire and Rescue – Fire Training Captain
  1 – Fire and Rescue – Administrative Support Assistant
  1 – Fire and Rescue – Deputy Fire Marshal
  1 – Information Technologies – Network Administrative Specialist
  1 – Municipal Court – Interpreter
  1 – Municipal Court – Alternative Sentencing Specialist
  1 – Office of Communication – Videographer
  1 – Planning and Development – Historic Preservation Officer
  1 – Planning and Development – Planner II

# Position Recommendations (cont.)

- ✓ **General Fund**
  - 2 – Planning and Development – Code Enforcement Technician
  - 1 – Planning and Development – Planner I
  - 1 – Planning and Development – Sr. Business Licensing Auditor
  - 1 – Public Works – Engineering Technician
  - 1 – Public Works – Project Architect
  - 1 – Public Works – Engineering Project Manager
  - 1 – Public Works – Sr. Engineering Associate

# Position Recommendations (cont.)

- ✓ **Other Funds – 15.5**

**-Special Revenue Funds (Environmental Surcharge SRF) – 8**

1 – Operations and Maintenance – Management Analyst II
1 – Operations and Maintenance – Motor Sweeper Operator
4 – Operations and Maintenance – Maintenance Worker
2 – Department of Public Safety – Deputy City Marshal

**-Enterprise Funds – 4**

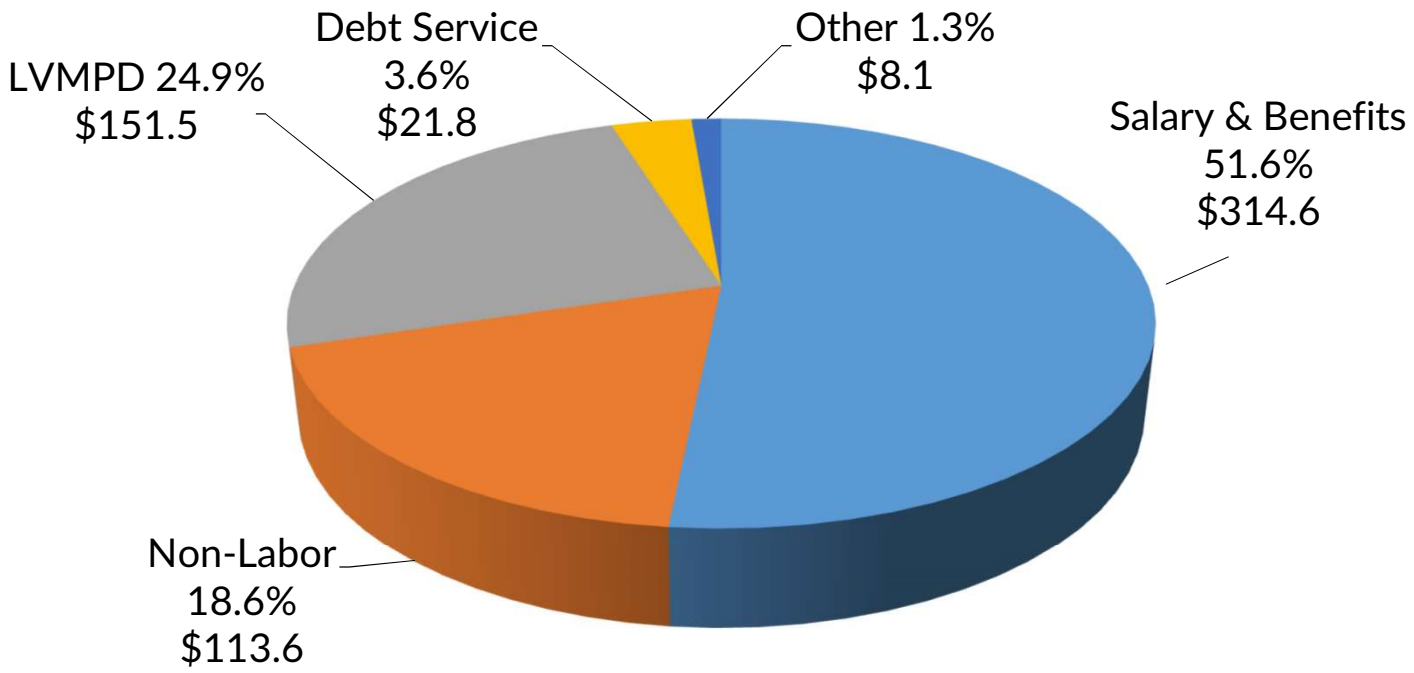
1 – Building and Safety – Engineering Associate
1 – Building and Safety – Fire Protection Engineer
2 – Sanitation– Process Control Analyst

**-Internal Service Funds – 3.5**

1 – Economic and Urban Development – Sr. Management Analyst
1 – Human Resources – Office of Risk Management Manager
0.5 – Customer Care Center – Part Time Support Associate
1 – Fleet Services – Fleet Services Supervisor

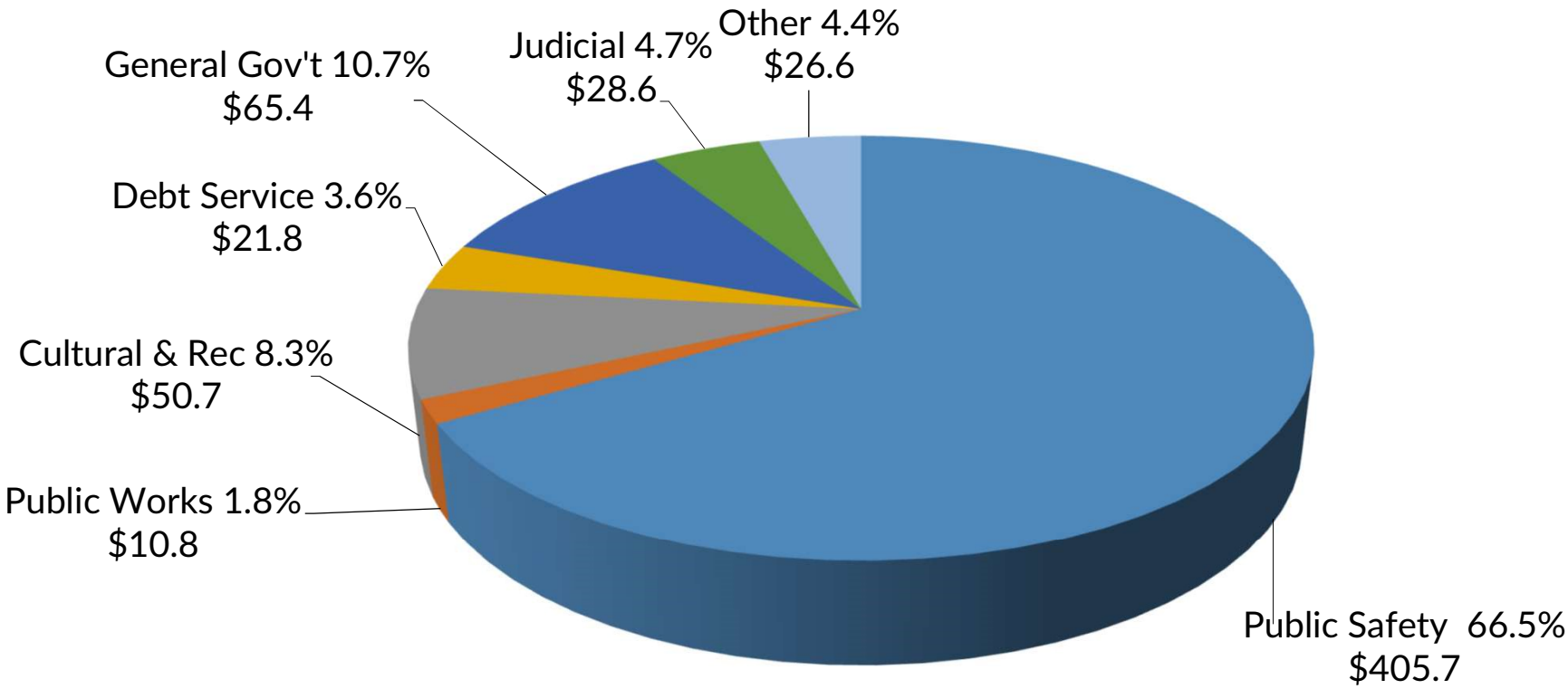
# FY22 General Fund Expenditures

**(Total $609.6 by category expressed in millions)**



# FY22 General Fund Expenditures

**(Total $609.6 by function expressed in millions)**

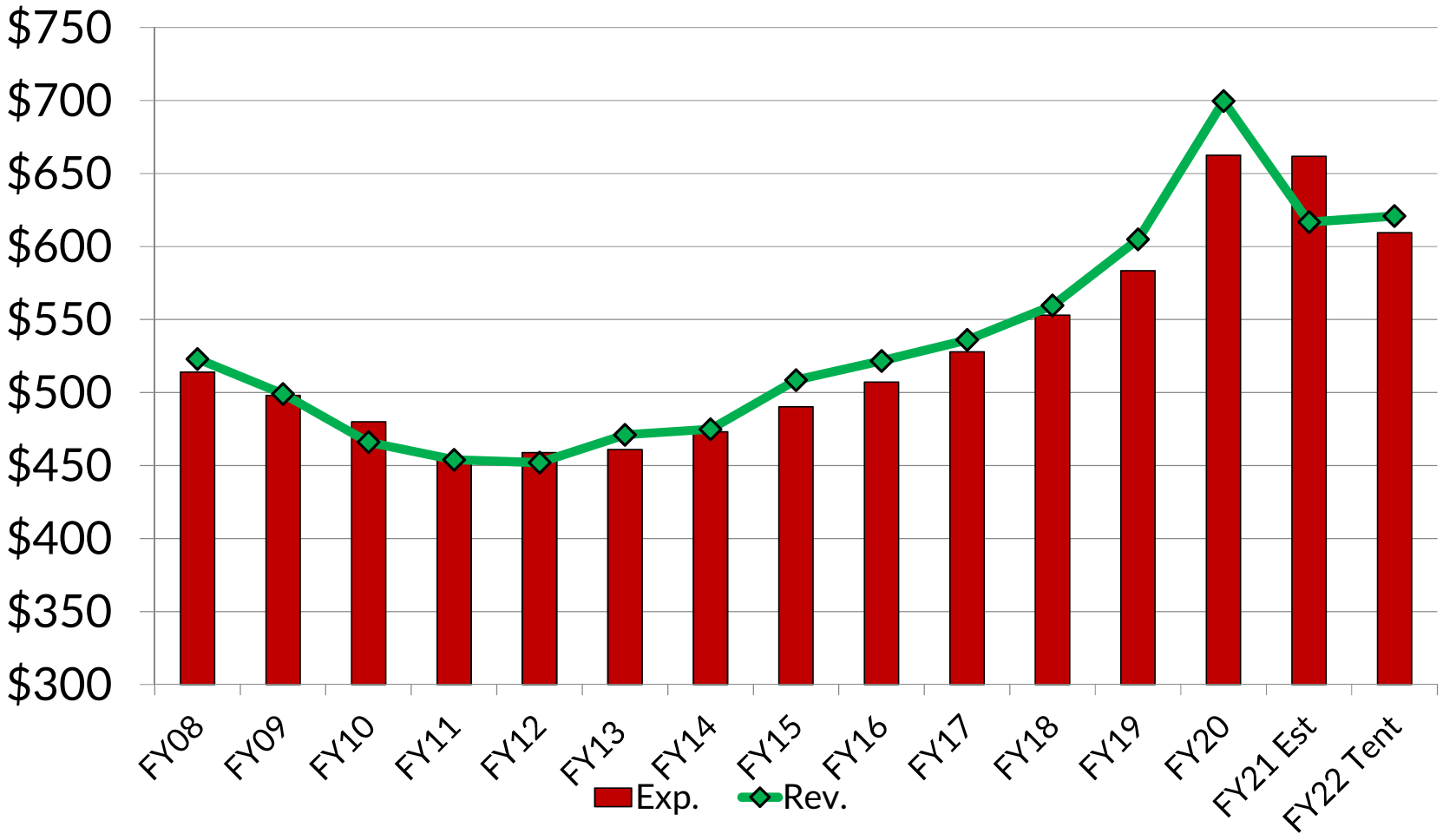


# FY22 Tentative Budget

($ in millions)

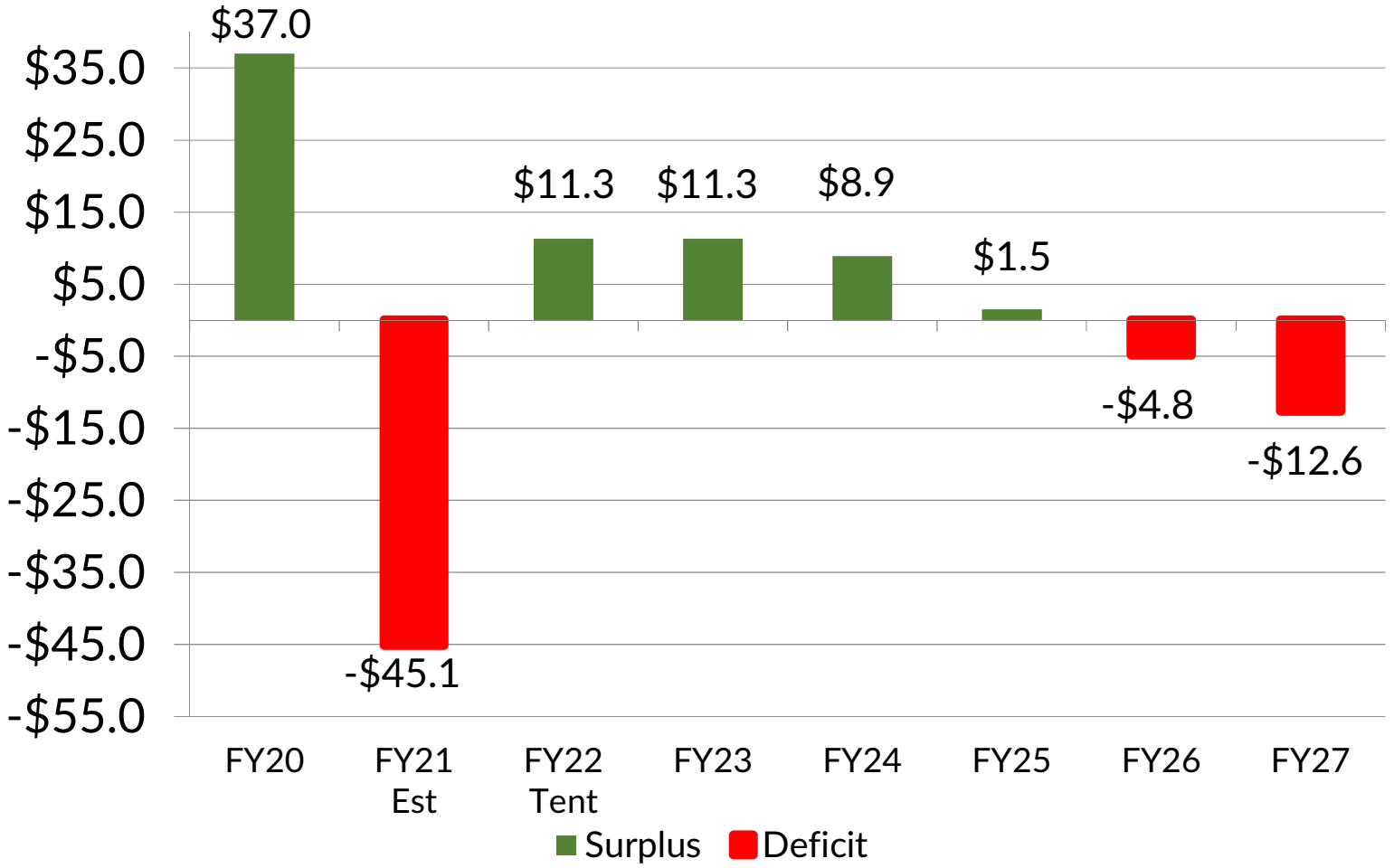
| | FY20 Actual | FY21 Estimate | FY22 Tentative |
|---|---|---|---|
| Beginning Unrestricted Fund Balance | $ 138.6 | $ 175.6 | $ 130.5 |
| Consolidated Tax | 311.0 | 315.0 | 328.0 |
| Property Tax | 112.7 | 121.4 | 127.6 |
| License & Franchise | 97.2 | 95.2 | 98.0 |
| Other | 75.5 | 76.1 | 67.3 |
| Transfers In from Other Funds | 103.2 | 9.1 | - |
| Revenues | $ 699.6 | $ 616.8 | $ 620.9 |
| Wages & Benefits | $ 315.4 | $ 290.0 | $ 314.6 |
| Non-Labor | 95.7 | 99.2 | 113.6 |
| LVMPD - Operations | 156.8 | 146.5 | 151.5 |
| Transfer out - Debt Service | 17.6 | 18.1 | 21.8 |
| Transfer out - Capital One Time | 8.7 | 100.7 | - |
| Transfer out – Capital | - | - | 7.0 |
| Transfer out – Fiscal Stabilization | 66.0 | - | - |
| Transfer out – Other Funds | 2.4 | 7.4 | 1.1 |
| Expenditures | $ 662.6 | $ 661.9 | $ 609.6 |
| Excess (Shortfall) | $ 37.0 | $ (45.1) | $ 11.3 |
| Ending Unrestricted Fund Balance | $ 175.6 | $ 130.5 | $ 141.8 |
| Ending Unrestricted Fund Balance Percent | 26.5% | 19.7% | 23.3% |

# General Fund Rev. & Exp. Trending



# General Fund Forecast

**($ in millions)**



# FY22 Capital Improvement Plan

Project funding from various sources (with some restricted to eligible funding source use)

- 1% Room Tax
- 5 Cent Ad Valorem
- Annual Medicaid Reimbursement
- Community Development Block Grant Program (CDBG)
- Fiscal Stabilization Fund
- General Fund/Fund Balance Transfer-In
- Residential Construction Tax

Reallocation of existing project funding (closed-out projects)

# FY22 Capital Improvement Plan (cont.)

- Major Projects:
  - Downtown Civic Center Building and Plaza - $47.0M
  - Facility Asset Refurbishments (Roofs, Flooring, Boilers, Chillers, HVAC Systems) - $15.0M
  - LED Lighting Upgrades (Street, Park Area / Field Lights) - $14.0M
  - Detention Ctr Master Plan / Phase 1 Improvements $10.8M
  - Information Technologies Security and Upgrades - $7.1M
  - Fire Training Ctr Rehab, Skye Canyon FS Equipment - $4.7M

# FY22 Capital Improvement Plan (cont.)

FY22 new capital project allocation:

- Total allocation from various sources is $166.9M
- Does not include those projects approved and allocated funding by regional agencies (RTC; RFCD; NDOT)

Allocation by category:

- City Facilities/General Govt. - $104.9M
- Municipal Parking - $2.7M
- Parks and Recreation - $18.3M
- Public Safety - $32.0M
- Road and Flood - $1.9M
- Technology - $7.1M

- Total of 61 new projects for FY22

# Redevelopment Agency

- Fiscal Trends
  - Assessed value increase in FY20 at 6.1%, FY21 at 5.2% and FY22 at 7.9%
  - Tax increment Revenue growth in FY20 at 7.4%, FY21 at 9.3% and FY22 at 11.4%
- Development in Las Vegas Medical District
- Resource Partner for Hundred Plan in Action
- Symphony Park Development
- Visual Improvement Program
- Cashman Redevelopment
- Contribution to City of $2.1M for maintenance in RDA area
- City Hall Park Development
- International Innovation Center – Smart Cities Innovation
  - Bank of America Building
  - LV Boulevard Library Building

# Redevelopment Agency

**($ in millions)**

| | FY20 Actuals | FY21 Estimate | FY22 Budget |
|---|---|---|---|
| Beginning Unrestricted Fund Balance | $ 32.4 | $ 21.6 | $ 22.0 |
| Tax Increment | $ 22.7 | $ 24.8 | $ 27.6 |
| Less 18% set aside | (4.1) | (4.5) | (5.0) |
| Other/Contributions | 6.3 | 2.7 | 2.7 |
| Revenues | $ 24.9 | $ 23.0 | $ 25.3 |
| Operations | $ 5.3 | $ 5.7 | $ 5.4 |
| Debt Service | 11.3 | 11.4 | 11.3 |
| Tax Increment Financing | 1.5 | 1.5 | 1.6 |
| Contribution to CLV GF | 1.9 | 2.0 | 2.1 |
| Program Expense | 15.7 | 2.0 | 6.4 |
| Expenditures | $ 35.7 | $ 22.6 | $ 26.8 |
| Excess (Shortfall) | $ (10.8) | $ 0.4 | $ (1.5) |
| Ending Unrestricted Fund Balance | $ 21.6 | $ 22.0 | $ 20.5 |

# FY22 Tentative Budget – All Funds

| | FY20 Actuals | FY21 Estimate | FY22 Budget |
|---|---|---|---|
| General Fund | $ 662.6M | $ 661.9M | $ 609.6M |
| Special Revenue Fund | 207.9M | 171.3M | 137.6M |
| Capital Program | 268.3M | 256.9M | 409.3M |
| Debt Service Fund | 247.6M | 45.0M | 45.6M |
| Permanent Fund | 0.2M | 0.2M | 0.3M |
| Enterprise Fund | 142.0M | 161.3M | 225.8M |
| Internal Service Fund | 149.1M | 145.2M | 188.4M |
| Total | $ 1.7B | $ 1.4B | $ 1.6B |
| FTE Staffing Level | 2,865 | 2,867 | 2,867 |
| City Population | 644K | 653K | 655K |

# Key Budget Takeaways

- Revenue growth rate better than anticipated at the onset of COVID-19
  - Federal money has stimulated the local economy
  - Strategic phased approach to restore services
  - Careful monitoring of revenue and economic trends
- Restoration of priority areas in Fire, Marshals for Parks Security, Metro, Community Services, and Business Development activities
- Will continue careful vacancy management

# Next Steps

- **Tentative Budget Presentation to Council – April 7, 2021**
- **Filing of Tentative – April 15, 2021**
- **Budget Hearing - May 19, 2021**
- **Filing of Final - June 1, 2021**
- **Filing of 5-Year CIP – August 1, 2021**

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**47**

**DEPARTMENT: Planning** **DISCUSSION**

**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
Discussion for possible action regarding a Review of Conditions for a Nonprofit Club General On-Sale License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Discussion for possible action regarding a Review of Conditions for a Nonprofit Club General On-Sale License.

**RECOMMENDATION:**
Recommendation to be provided following the discussion of this item at the City Council meeting.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Conditions
3. Location Map

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: Discussion for possible action regarding a Review of Conditions for a Nonprofit Club General On-Sale License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)**

---

**OWNERSHIP:**

**ELKS LODGE 1508 I B P O E OF W, INC.**
Charles Barber, President, Director
Thomas Reynolds, Secretary
Oswald Williams, Treasurer

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: Discussion for possible action regarding a Review of Conditions for a Nonprofit Club General On-Sale License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)**

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**CONDITIONS OF APPROVAL:**

1. The hours of operation shall be limited to 1:00 P.M. – 11:59 P.M.

2. At least one key employee or principal (approved for suitability) shall be on the premises of the establishment at all times the establishment is open. The responsible principal or key employee must not be under the influence of drugs or alcohol.

3. No weapons, including but not limited to firearms or knives, may be allowed on premises with the exception of law enforcement or security personnel.

4. An approved security plan and floor plan must be on file with the Business Licensing Division, and must be adhered to at all times. Any changes to the approved security and floor plan must be pre-approved by the Director or designee prior to implementation. The security plan must include:
    a. Procedures on how to maintain a legible and verifiable membership log
    b. Monitor and control the parking lot at all times the business is open
    c. Additional security cameras that provide sufficient coverage of the entire parking lot
    d. A retention schedule of thirty (30) days for all security camera footage
    e. Must have and maintain adequate/sufficient lighting on the exterior of the business to deter criminal activity.

5. All members and members' guests must have a government issued photo identification card in their possession when patronizing at the business.

6. A City and State licensed security company (approved under NRS 648), must be contracted to provide security services at all times the business is open.

7. There must be a minimum of two (2) security personnel on the business premises. One (1) monitoring the exterior (parking lot) and one (1) stationed at the entrance of the establishment.

8. Security personnel will conduct screenings on all patrons entering the premises that include at a minimum: a. the use of a security wand and pat downs or the use of a functional metal detector and; b. Bag/purse checks to prevent weapons and drugs from being brought into the premises.

9. Members and member's guest may only enter through the main entrance. The west side entrance may only be used as an emergency exit.

10. A club member must accompany their guests and stay on the premises at all times until all their guests leave the establishment. A club member may only be allowed to accompany a maximum of four (4) guests at any time.

11. When a banquet event is taking place additional security personnel must be on premises to monitor the banquet event. Additional security personnel ratio must be at least one (1) security officer per fifty (50) patrons.

12. The banquet event guests must remain in the banquet area and only be served alcohol from the banquet bar.

13. All banquet event guests must sign in on a separate banquet event log.

14. Any criminal or violent activity must be immediately reported to Metro at the time of incident.

15. Any Metro police calls for service by the establishment must be reported to Business Licensing via e-mail at enforcement@lasvegasnevada.gov within 48 hours of incident.

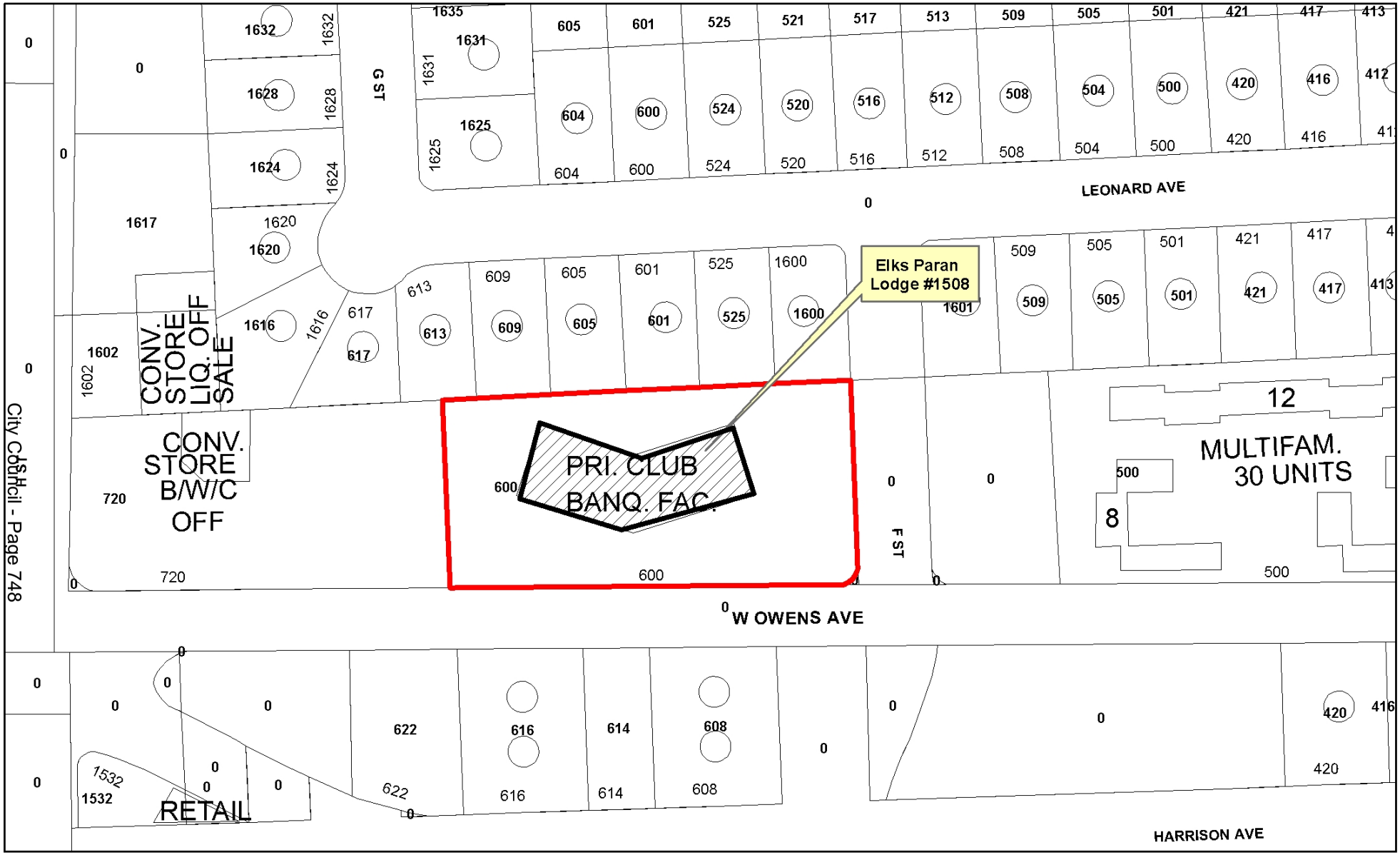
16. Business employees or agents may not hinder, obstruct or delay any officer of the City or the Las Vegas Metropolitan Police Department from conducting an inspection or investigation.

17. Prior to commencing operations, business must obtain a final approval by the Business License Enforcement Section.

18. The Director may place the licensee on the next available agenda for City Council disciplinary action if there are violations of any condition on the license, requirement of LVMC 6.02.330 through 6.02.350, or other local, State or Federal laws or regulations not covered by the provisions of LVMC 6.02.330 through 6.02.350.

19. Upon the discretion of the Las Vegas Metropolitan Police Department, an emergency closure may be enacted upon for violations of conditions.

20. Surveillance footage will be made available upon request to the Las Vegas Metropolitan Police Department and the City of Las Vegas Business License Division.




# Elks Paran Lodge #1508

**600 West Owens Avenue**

**Ward #5**

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

**Geographic Information System**

Planning & Development Dept.

702-229-6301

Date: Monday, March 8, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**48**

**DEPARTMENT: Planning** **DISCUSSION**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
Discussion for possible action regarding a Review of Conditions for a Banquet or Event Establishment -Liquor License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Discussion for possible action regarding a Review of Conditions for a Banquet or Event Establish-Liquor License.

**RECOMMENDATION:**
Recommendation to be provided following the discussion of this item at the City Council meeting.

**BACKUP DOCUMENTATION:**
1. Ownership
2. Conditions
3. Location Map

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: Discussion for possible action regarding a Review of Conditions for a Banquet or Event Establish-Liquor License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)**

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**OWNERSHIP:**

**ELKS LODGE 1508 I B P O E OF W, INC.**
Charles Barber, President, Director
Thomas Reynolds, Secretary
Oswald Williams, Treasurer

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: Discussion for possible action regarding a Review of Conditions for a Banquet or Event Establish-Liquor License for ELKS LODGE 1508 I B P O E OF W, INC. dba ELKS PARAN LODGE 1508 at 600 West Owens Avenue - Ward 5 (Crear)**

---

**CONDITIONS OF APPROVAL:**

1. The hours of operation shall be limited to 1:00 P.M. – 11:59 P.M.

2. At least one key employee or principal (approved for suitability) shall be on the premises of the establishment at all times the establishment is open. The responsible principal or key employee must not be under the influence of drugs or alcohol.

3. No weapons, including but not limited to firearms or knives, may be allowed on premises with the exception of law enforcement or security personnel.

4. An approved security plan and floor plan must be on file with the Business Licensing Division, and must be adhered to at all times. Any changes to the approved security and floor plan must be pre-approved by the Director or designee prior to implementation. The security plan must include:
    a. Procedures on how to maintain a legible and verifiable membership log
    b. Monitor and control the parking lot at all times the business is open
    c. Additional security cameras that provide sufficient coverage of the entire parking lot
    d. A retention schedule of thirty (30) days for all security camera footage
    e. Must have and maintain adequate/sufficient lighting on the exterior of the business to deter criminal activity.

5. All members and members' guests must have a government issued photo identification card in their possession when patronizing at the business.

6. A City and State licensed security company (approved under NRS 648), must be contracted to provide security services at all times the business is open.

7. There must be a minimum of two (2) security personnel on the business premises. One (1) monitoring the exterior (parking lot) and one (1) stationed at the entrance of the establishment.

8. Security personnel will conduct screenings on all patrons entering the premises that include at a minimum: a. the use of a security wand and pat downs or the use of a functional metal detector and; b. Bag/purse checks to prevent weapons and drugs from being brought into the premises.

9. Members and member's guest may only enter through the main entrance. The west side entrance may only be used as an emergency exit.

10. A club member must accompany their guests and stay on the premises at all times until all their guests leave the establishment. A club member may only be allowed to accompany a maximum of four (4) guests at any time.

11. When a banquet event is taking place additional security personnel must be on premises to monitor the banquet event. Additional security personnel ratio must be at least one (1) security officer per fifty (50) patrons.

12. The banquet event guests must remain in the banquet area and only be served alcohol from the banquet bar.

13. All banquet event guests must sign in on a separate banquet event log.

14. Any criminal or violent activity must be immediately reported to Metro at the time of incident.

15. Any Metro police calls for service by the establishment must be reported to Business Licensing via e-mail at enforcement@lasvegasnevada.gov within 48 hours of incident.

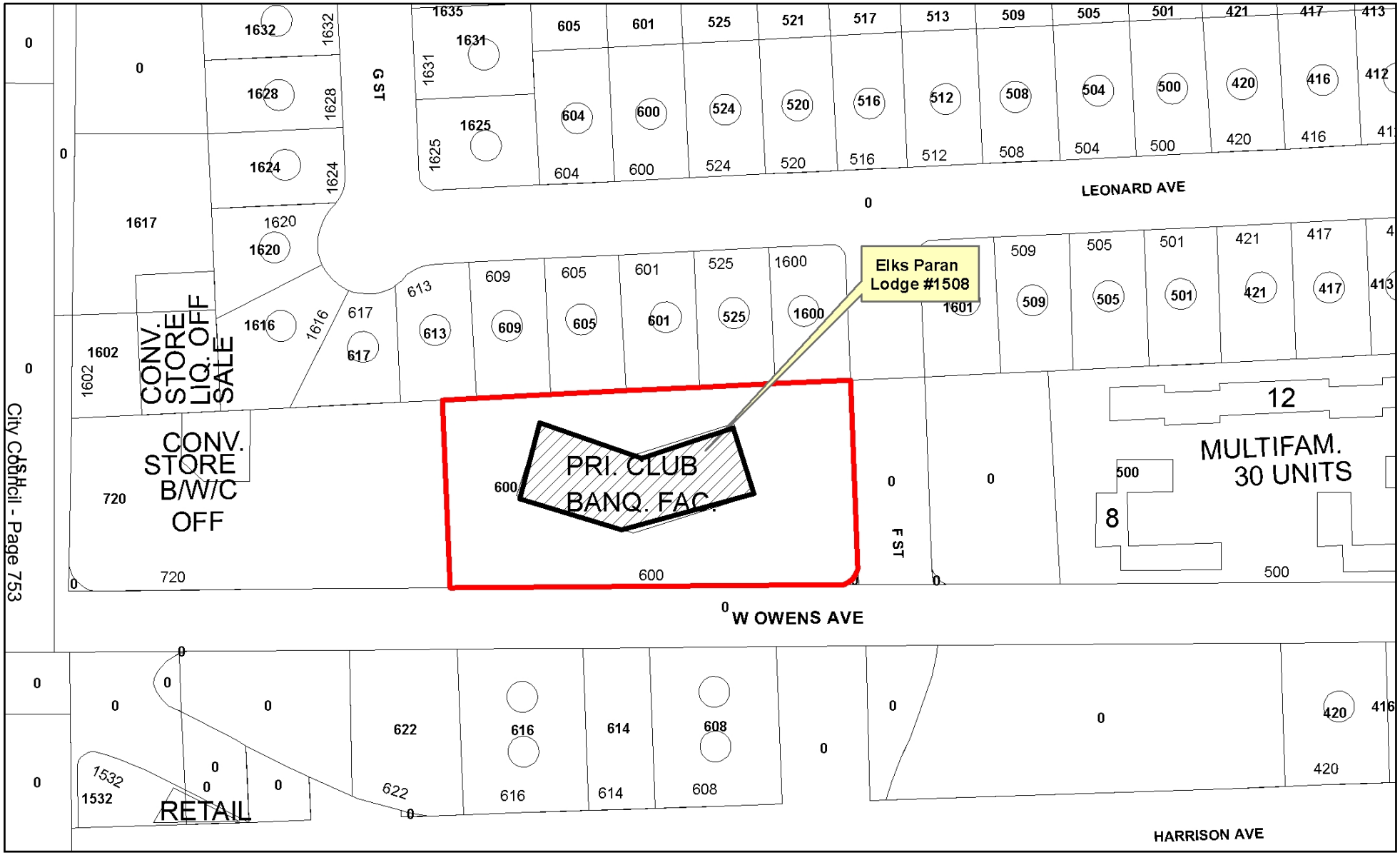
16. Business employees or agents may not hinder, obstruct or delay any officer of the City or the Las Vegas Metropolitan Police Department from conducting an inspection or investigation.

17. Prior to commencing operations, business must obtain a final approval by the Business License Enforcement Section.

18. The Director may place the licensee on the next available agenda for City Council disciplinary action if there are violations of any condition on the license, requirement of LVMC 6.02.330 through 6.02.350, or other local, State or Federal laws or regulations not covered by the provisions of LVMC 6.02.330 through 6.02.350.

19. Upon the discretion of the Las Vegas Metropolitan Police Department, an emergency closure may be enacted upon for violations of conditions.

20. Surveillance footage will be made available upon request to the Las Vegas Metropolitan Police Department and the City of Las Vegas Business License Division.




# Elks Paran Lodge #1508

**600 West Owens Avenue**

**Ward #5**

Freeways

Subject Property

City Limits

Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

**Geographic Information System**

Planning & Development Dept.

702-229-6301

Date: Monday, March 8, 2021

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**49**

**DEPARTMENT: City Clerk** **DISCUSSION**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Jennifer Jiron to the Las Vegas-Clark County Library District Board of Trustees

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, and members are limited to two full terms. Membership on this Board requires City residency, and attendance is compensatory. A vacancy was created as a result of former member, Marilyn Drake, reaching the term limit. Ms. Jiron is eligible for appointment and wishes to serve on this Board.

**RECOMMENDATION:**
Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are: Appoint Ms. Jiron or direct staff to bring back an item to a future City Council meeting and select a nominee to fill this seat.

**BACKUP DOCUMENTATION:**
1. Current Listing and Authority

**11-6-2019 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

# LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

| MEMBERS | ORIG. APPT. | TERM EXPIRES |
|---|---|---|
| **1.** BRIAN WILSON | 5-15-2019 | 5-15-2023 |
| **2.** KEITH ROGERS (Replaces Dr. Constance Brooks, resigned) | 11-6-2019 | 4-3-2023 |
| **3.** FELIPE ORTIZ | 7-10-2013 **(Reapp. 4-5-2017) (Reapp. 3-17-2021)** | 4-7-2025 |
| **4.** MARILYN DRAKE | 3-20-2013 **(Effect. 4-18-2013) (Reapp. 4-18-2017)** | 4-18-2021 |
| **5.** ROBIN MUNIER | 12-7-2011 **(Reapp. 3-20-2013) (Reapp. 4-18-2017)** | 4-18-2021 |

**AUTHORITY:** Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

**TERM:** 4 years (limited to 2 terms*)
(Must fill unexpired portion of terms, if appropriate)
*In March of 2009, the Consolidated Library District Attorney reversed the opinion made in 2003 that members may serve two four-year terms plus any unexpired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. The new opinion removes the 10 year cap while maintaining the limit to two full terms in addition to any portion of an unexpired term to which the member has been appointed.

**MEMBERS:** 5 members appointed by the City Council
(County also appoints 5 members)

**NOTES:** **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

Kelvin Watson, Executive Director
7060 W. Windmill Lane
Las Vegas, NV 89113
702.734.READ [7323]

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**50**

**DEPARTMENT: City Clerk** **DISCUSSION**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Kate Whiteley to the Las Vegas-Clark County Library District Board of Trustees

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, and members are limited to two full terms. Membership on this Board requires City residency, and attendance is compensatory. A vacancy was created as a result of former member, Robin Munier, reaching the term limit. Ms. Whiteley is eligible for appointment and wishes to serve on this Board.

**RECOMMENDATION:**
Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are: Appoint Ms. Whiteley or direct staff to bring back an item to a future City Council meeting and select a nominee to fill this seat.

**BACKUP DOCUMENTATION:**
1. Current Listing and Authority

**11-6-2019 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

# LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

| MEMBERS | ORIG. APPT. | TERM EXPIRES |
|---|---|---|
| **1.** BRIAN WILSON | 5-15-2019 | 5-15-2023 |
| **2.** KEITH ROGERS (Replaces Dr. Constance Brooks, resigned) | 11-6-2019 | 4-3-2023 |
| **3.** FELIPE ORTIZ | 7-10-2013 **(Reapp. 4-5-2017) (Reapp. 3-17-2021)** | 4-7-2025 |
| **4.** MARILYN DRAKE | 3-20-2013 **(Effect. 4-18-2013) (Reapp. 4-18-2017)** | 4-18-2021 |
| **5.** ROBIN MUNIER | 12-7-2011 **(Reapp. 3-20-2013) (Reapp. 4-18-2017)** | 4-18-2021 |

**AUTHORITY:** Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

**TERM:** 4 years (limited to 2 terms*)
(Must fill unexpired portion of terms, if appropriate)
*In March of 2009, the Consolidated Library District Attorney reversed the opinion made in 2003 that members may serve two four-year terms plus any unexpired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. The new opinion removes the 10 year cap while maintaining the limit to two full terms in addition to any portion of an unexpired term to which the member has been appointed.

**MEMBERS:** 5 members appointed by the City Council
(County also appoints 5 members)

**NOTES:** **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

Kelvin Watson, Executive Director
7060 W. Windmill Lane
Las Vegas, NV 89113
702.734.READ [7323]

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**51**

**DEPARTMENT: City Clerk** **DISCUSSION**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Tina Wichmann to the Downtown Design Review Committee

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
The City Council adopted Ordinance 6030 on March 4, 2009, creating the Downtown Design Review Committee to review signs proposed within the Downtown Casino Overlay District and Las Vegas Boulevard Scenic Byway Overlay District. The committee consists of seven members; three owners of businesses within the District appointed by the Mayor, two members of the Planning Commission appointed by the Commission, one representative of the Planning Department designated by the Planning Department Director and one representative of the Economic and Urban Development Department designated by the Economic and Urban Development Department Director. Terms are for three years, with no limit to the number of terms. Ms. Wichmann was originally appointed in March of 2018, filling a seat designated for a business owner appointed by the Mayor. She is eligible and wishes to continue to serve.

**RECOMMENDATION:**
Options are: That the Mayor reappoints Ms. Wichmann or advise staff to bring an item forward at a future meeting to consider a new nominee to fill this seat.

**BACKUP DOCUMENTATION:**
1. Current Listing and Authority

# DOWNTOWN DESIGN REVIEW COMMITTEE

| | MEMBERS | ORIGINAL APPT. | TERM EXPIRES |
|---|---|---|---|
| **1.** | TINA WICHMANN<br>**(Owner of business in District)** | 3-7-2018 | 3-7-2021 |
| **2.** | PAMELA DYLAG<br>**(Owner of business in District)** | 5-6-2015<br>(Reappt 9-5-18) | 5-6-2021 |
| **3.** | MIKE NOLAN<br>**(Owner of business in District)** | 5-4-2009<br>(Reappt 5-2-12) (Reappt 5-6-15)<br>(Reappt 9-5-18) | 5-4-2021 |
| **4.** | DONNA TOUSSAINT<br>**(Planning Commission Representative)** | 6-12-2018 | 6-12-2021 |
| **5.** | LOUIS DE SALVIO<br>**(Planning Commission Representative)** | 6-12-2018 | 6-12-2021 |
| **6.** | MIKE HOWE<br>**(Planning Dept. Representative)** | 3-7-2018 | 3-7-2021 |
| **7.** | SCOTT AUYONG<br>**(Office of Economic & Urban Development Representative)** | 3-7-2018 | 3-7-2021 |

**AUTHORITY:** LVMC 19.06 (Ordinance #6030 Adopted 3-4-2009)

**MEMBERS:** 7 members
Two members of the Planning Commission, appointed by the Commission
One representative of the Planning Department, designated by the director of Planning Department
One representative of the Economic & Urban Development, designated by the director of Economic & Urban Development
Three owners of businesses located within the District, appointed by the Mayor

**TERM:** Three years (no limit)

**NOTES:** NO FINANCIAL DISCLOSURE REQUIREMENT

**DEPT. SUPPORT:** Carman Burney, Agenda Technician, Planning Department

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**52**

**DEPARTMENT: City Clerk** **DISCUSSION**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Mike Henley to a Ward 2 seat of the Parks and Recreation Advisory Commission

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
The Parks and Recreation Advisory Commission consists of 15 members appointed by the City Council. Terms are for three years, unexpired terms must be filled and there is no limit to the number of terms that may be served. Ward 2 is entitled to appoint two representatives to the board. Mr. Henley was originally appointed in 2016 and was last appointed in 2018 to his first full term. He is eligible, wishes to be reappointed and has the recommendation of the Parks and Recreation Director Greg Weitzel.

**RECOMMENDATION:**
Options are: That the City Council reappoint Mr. Henley or advise staff to bring an item forward at a future meeting to consider a new nominee for this Ward 2 seat.

**BACKUP DOCUMENTATION:**
1. Current Listing and Authority

## PARKS & RECREATION ADVISORY COMMISSION

| | MEMBERS | ORIGINAL APPT. | TERM EXPIRES |
|---|---|---|---|
| 1. | **ADROUSHAN (ANDY) ARMENIAN**<br>Mayor Goodman's Appointment | 6-4-2008<br>(Reappt 1-21-2009) (Reappt 2-1-2012)<br>(Reappt 2-4-2015) (Reappt 3-21-2018)<br>(Reappt 3-17-2021) | 2-5-2024 |
| 2. | **MELODY HOWARD**<br>Ward 6 Appointment | 12-6-2017<br>(Reappt 12-2-2020) | 12-6-2023 |
| 3. | **JESUS JIMENEZ**<br>Ward 3 Appointment | 3-6-2019 | 3-6-2022 |
| 4. | **ALMENDRA JOHNSON**<br>Ward 1 Appointment | 3-17-2021 | 3-17-2024 |
| 5. | **RICHARD BECKER**<br>Ward 2 Appointment | 10-3-2012<br>(Reappt 12-19-2012) (Reappt 1-6-2016)<br>(Reappt 3-6-2019) | 1-7-2022 |
| 6. | **STEVEN NEIGER**<br>Ward 4 Appointment | 11-15-2015<br>(Reappt 1-3-2018) | 12-3-2021 |
| 7. | **MICAELA KELLER**<br>Ward 3 Appointment | 3-18-2020 | 3-18-2023 |
| 8. | **AUDREY ASSELIN**<br>Ward 4 Appointment | 11-15-2017<br>(Reappt 11-18-2020) | 11-15-2023 |
| 9. | **MALCOLM D. WHITE**<br>Mayor Appointment | 11-7-2001<br>(Reappt 4-7-2004) (Reappt 3-7-2007)<br>(Reappt 3-17-2010) (Reappt 3-6-2013)<br>(Reappt 5-4-2016) (Reappt 8-7-2019) | 4-7-2022 |
| 10. | **LISA B. SHERMAN**<br>(Formerly Lisa Cavaretta)<br>Mayor Appointment | 4-1-1992<br>(Reappt 4-5-1995) (Reappt 3-23-1998)<br>(Reappt 3-7-2001) (Reappt 3-17-2004)<br>(Reappt 3-7-2007) (Reappt 3-17-2010)<br>(Reappt 3-6-2013) (Reappt 5-4-2016)<br>(Reappt 8-7-2019) | 4-1-2022 |
| 11. | **ELIZABETH GEBRE**<br>Ward 5 Appointment | 7-1-2015<br>(Reappt 8-1-2018) | 4-15-2021 |
| 12. | **BOB BRIARE**<br>Ward 1 Appointment | 9-20-2017<br>(Reappt 10-7-2020) | 9-20-2023 |
| 13. | **MIKE HENLEY**<br>Ward 2 Appointment | 11-16-2016<br>(Reappt 4-18-2018) | 4-15-2021 |
| 14. | **WILLIAM MCCURDY**<br>Ward 5 Appointment | 12-5-2001<br>(Reappt 1-22-2003) (Reappt 1-18-2006)<br>(Reappt 1-21-2009) (Reappt 2-15-2012)<br>(Reappt 3-4-2015) (Reappt 5-2-2018)<br>(Reappt 3-3-2021) | 2-20-2024 |
| 15. | **LARRY SCHULTZ**<br>Ward 6 Appointment | 1-6-2016<br>(Reappt 12-6-2017) (Reappt 11-18-2020) | 11-15-2023 |

**ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.**

**ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.**

**NOTE:** On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

**AUTHORITY:** LVMC 2.42

**MEMBERS:** 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

**TERM:** 3 years (no limit to number of terms)
(Must fill unexpired terms)

**NOTES:** No City residency requirement.
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

**MEETINGS:** Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**53**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-9 - For possible action - Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector. Proposed by: Mike Janssen, Executive Director of Community Development

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This bill will amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector. Residential development along Echelon Point Drive, as well as a closure of a portion thereof, eliminates the need and reason for Echelon Point to have collector status.

**RECOMMENDATION:**
ADOPTION at the April 7, 2021 City Council Meeting as a First Amendment pursuant to the March 15, 2021 Recommending Committee Meeting.

First Reading – 3/3/2021 First Publication – 3/25/2021

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-9
2. Bill No. 2021-9, First Amendment

**BILL NO. 2021-9**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL, ADOPTED UNDER LVMC 19.10.060(B), BY AMENDING MAP SIX THEREOF, PERTAINING TO STREET CLASSIFICATIONS, TO REMOVE THE DESIGNATION OF ECHELON POINT DRIVE AS A TOWN CENTER COLLECTOR, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mike Janssen, Executive Director of Community Development

Summary: Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereafter the "Manual," is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Map Six, depicting Town Center Street Classifications and appearing within Section E.1.D of the Manual, is amended to remove the designation of Echelon Point Drive (formerly known as Bath Drive) as a Town Center Collector. In order to reflect the amendment, the marking showing the following as a Town Center Collector shall be removed:

**Bath Drive between Tee Pee Lane and the Campbell Road/Kingston Bay Street alignment**

SECTION 3: The Department of Planning is authorized and directed to replace within the Manual the existing Map Six with a new Map Six that incorporates the amendment described in Section 2 of this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

**FIRST AMENDMENT**

**BILL NO. 2021-9**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL, ADOPTED UNDER LVMC 19.10.060(B), BY AMENDING MAP SIX THEREOF, PERTAINING TO STREET CLASSIFICATIONS, TO REMOVE THE DESIGNATION OF ECHELON POINT DRIVE AS A TOWN CENTER COLLECTOR, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mike Janssen, Executive Director of Community Development

Summary: Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereafter the "Manual," is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Map Six, depicting Town Center Street Classifications and appearing within Section E.1.D of the Manual, is amended to remove the designation of Echelon Point Drive (formerly known as Bath Drive) as a Town Center Collector. In order to reflect the amendment, the marking showing the following as a Town Center Collector shall be removed:

**Bath Drive between Tee Pee Lane and North Durango Drive**

SECTION 3: The Department of Planning is authorized and directed to replace within the Manual the existing Map Six with a new Map Six that incorporates the amendment described in Section 2 of this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the

remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-15-21
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**54**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-10 - For possible action - Amends the Town Center Development Standards Manual to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions. Sponsored by: Councilwoman Michele Fiore

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This bill will amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions. The bill is intended to reflect changes in technology and advertising practices while still maintaining appropriate limitations. Review and approval of specific sign applications will still be required.

**RECOMMENDATION:**
ADOPTION at the April 7, 2021 City Council Meeting pursuant to the March 15, 2021 Recommending Committee Meeting

First Reading – 3/3/2021 First Publication – 3/25/2021

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-10

**BILL NO. 2021-10**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ALLOW FOR ANIMATED SIGNS WITHIN NONRESIDENTIAL DISTRICTS, SUBJECT TO SPECIFIED LIMITATIONS AND RESTRICTIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends the Town Center Development Standards Manual to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereafter the "Manual," is hereby amended as set forth in Sections 2 to 8, inclusive, of this Ordinance.

SECTION 2: Section F.1 of the Manual is amended by adding to the end thereof a new Paragraph (p), reading as follows:

p. Subject to the standards for the applicable non-residential land use district, the sign face of any freestanding or wall sign may be approved initially as, or converted at a later date to, an animated sign containing a changeable electronic message, subject to the following:

1) Animated signage is subject to the Residential Protection Standards set forth in LVMC 19.08.120(C). These standards may be waived following a public hearing.

2) Animated signage is subject to the Animated Sign standards of LVMC 19.08.120(B)(11). These standards are not waivable.

3) Off-premise signage is prohibited. This standard is not waivable.

4) Animated signage (other than changeable signs specifically allowed elsewhere in this Section (F)) may be approved only following a public hearing in accordance with the Master Sign Plan provisions set forth in LVMC 19.16.270.

SECTION 3: Section F.2 of the Manual is amended as set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 4: The following provisions of Section F.2 are each amended by deleting in each case Subparagraph 7) regarding Reader Board signs:

A.1.a.7)

A.1.b.7)

B.1.a.7)

D.5.b.7)

SECTION 5: Section F.2 is amended by deleting B.1.b.8) regarding Reader Board signs.

SECTION 6: Section F.2 is amended by deleting B.11 regarding Reader Board signs.

SECTION 7: Section F.3 of the Manual is amended by deleting in its entirety Paragraph (d) regarding changeable copy signs.

SECTION 8: Section F.4 is amended by adding, at the appropriate locations, the following definitions:

Animated Sign or Animated Signage: Any sign that uses any of the following: animation or movement; mechanical devices such as spinning, rotating, revolving or oscillating mechanical or structural components; flashing, sequential or oscillating lights; lighting that moves from bright to dim and back to bright; or other similar continuously automated methods or dynamic devices, such as steam, fog, misting, or change of lighting or message, to depict action or create a special effect or alternating scene that results in movement, the appearance of movement, or the changing of sign image or message. The term includes any sign or portion thereof with characters, letters or illustrations that can be changed or rearranged manually or electronically without altering the face or the surface of the sign. The term does not include a sign on which the only copy that changes is the electronic indication of time, temperature, or both.

Changeable Copy Sign: An animated sign composed of individual letters or numbers that are mounted on or in a track system and that can be manually changed without altering the sign.

SECTION 9: The Department of Planning is authorized and directed to incorporate into

the Town Center Development Standards Manual the amendments set forth in Sections 2 to 8, inclusive, of this Ordinance. The authority and direction includes, as appropriate, the placement, numbering, lettering, renumbering or relettering of items, as well as making parallel reference changes throughout the Manual necessitated by numbering and lettering changes, and corresponding changes to the table of contents.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Valsteed 2-16-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**55**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-11 - Amends the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards. Proposed by: Tom Perrigo, Chief Operations and Development Officer

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This bill will amend the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards. It was determined that existing language does not clearly or adequately distinguish between the two types of requests in terms of availability and scope.

**RECOMMENDATION:**
ADOPTION at the April 21, 2021 City Council Meeting pursuant to the April 5, 2021 Recommending Committee Meeting.

First Reading – 3/17/2021 First Publication – 4/8/2021

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-11

**BILL NO. 2021-11**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND THE SYMPHONY PARK DESIGN STANDARDS TO UPDATE AND CLARIFY THE SCOPE AND PROCESSES RELATIVE TO REQUESTS FOR MINOR DEVIATIONS AND WAIVERS REGARDING THE DESIGN STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Amends the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Symphony Park Design Standards, adopted by means of Ordinance No. 6102, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. Deleted material is shown by bracketing and new material by underlining.

SECTION 2: The Glossary that appears at the end of the Appendix to the Symphony Park Design Standards is amended by amending the definition of the term "Minor Deviation" to read as follows:

**Minor Deviation:** An adjustment of placement or location, not a wholesale elimination of a Design Standard requirement. This may include changes of +/- 5% from stated quantities, not otherwise required by ordinance. Minor deviations may also include substitutions of specific materials, products, or species required by the Design Standards. In order to approve a minor deviation, the Design Review Committee must determine that the deviation does not compromise the objectives of the Symphony Park Design Standards and is generally equivalent in the type, quantity, material, or finish of the item being substituted. Examples of deviations may include, but are not limited to, driveway or access locations, landscape placement, landscape species, street furniture, hardscapes, percentage of glazing, etc. **[**A minor deviation does not include any variation prohibited by LVMC Title 19.18.050(H).**]**

SECTION 3: The Glossary that appears at the end of the Appendix to the Symphony Park Design Standards is amended by amending the definition of the term "Waiver" to read as follows:

**Waiver:** [A deviation] Relief from the standards and guidelines[,] contained in this document, which the developer may request, and which [will be considered] may be granted by the City Council upon a recommendation by the Design Review Committee.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Symphony Park Design Standards the amendments set forth in Sections 2 and 3 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-1-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**56**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-12 - Amends LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license. Proposed by: Tom Perrigo, Chief Operations and Development Officer

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This bill will amend LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license. The bill is essentially a clean-up of language adopted in December 2018 that was not drafted to match the intent.

**RECOMMENDATION:**
ADOPTION at the April 21, 2021 City Council Meeting pursuant to the April 5, 2021 Recommending Committee Meeting.

First Reading – 3/17/2021 First Publication – 4/8/2021

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-12

**BILL NO. 2021-12**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND LVMC 19.16.110(P) REGARDING THE TERMINATION OF SPECIAL USE PERMIT APPROVALS TO CLARIFY THE CIRCUMSTANCES UNDER WHICH A SPECIAL USE PERMIT MAY BE VOIDED FOR FAILURE TO KEEP A RELATED TEMPORARY BUSINESS LICENSE IN ACTIVE STATUS OR CONVERT IT TO A PERMANENT BUSINESS LICENSE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Amends LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 110, Subsection (P), is hereby amended to read as follows:

**P. Termination**

**1. Expiration for Failure to Exercise**

a. A Special Use Permit which cannot be exercised except upon new construction that requires a building permit, and which is not exercised within the approval period, shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (a):

i. The "approval period" for a Special Use Permit is the time period specified in the

approval, if one is specified, and is two years otherwise.

ii. A Special Use Permit is exercised upon the issuance of a building permit for the new construction.

b. A Special Use Permit which does not require a building permit for new construction in order to be exercised, and which is not exercised within the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (b):

i. The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years, otherwise.

ii. A Special Use Permit is exercised upon the approval of a temporary or permanent business license to conduct the activity, if one is required pursuant to LVMC Title 6. Where no business license is required, a Special Use Permit is deemed exercised if its exercise is expressly recognized:

A. In the form of, or in connection with, a Condition of Approval associated with a relevant or related application; or

B. By an action or communication of the Director.

**2. Voiding of Special Use Permit.** A Special Use Permit shall be void without further action if:

a. The Special Use Permit was issued for alcoholic beverage use and such use ceases for one hundred and eighty days or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God;

b. The Special Use Permit was issued for a use other than alcoholic beverage use and such use ceases for twelve months or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God.

c. A building permit that is required for the exercise of the Special Use Permit is allowed to expire and no new permit has been issued (or a reinstatement or reissuance of the expired permit) within the

"approval period" specified in Subparagraph (1)(a)(i) of this Subsection (P); or

d. A **[**required temporary or permanent business license that has been obtained for the location is not maintained in active status.**]** temporary business license that has been obtained for the use at the location in order to exercise the Special Use Permit is not maintained in active status and thereafter converted to a permanent license, unless a new business license for the use at that location is:

i. Obtained within the approval period specified in Subparagraph (1)(b)(i) of this Subsection (P);

ii. Maintained in active status; and

iii. Thereafter converted to a permanent license, if applicable.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.110 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-1-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**57**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-13 - Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units. Proposed by: Jorge Cervantes, City Manager

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This bill will amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units. The intent of the bill is to provide a proactive approach in efforts to promote the maintenance of safe and secure apartment and similar housing within the City.

**RECOMMENDATION:**
ADOPTION at the April 21, 2021 City Council Meeting as a First Amendment pursuant to the April 5, 2021 Recommending Committee Meeting.

First Reading – 3/17/2021 First Publication – 4/8/2021

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-13
2. Submitted after Final Agenda - Backup Documentation Submitted at the April 5, 2021 Recommending Committee Meeting

**BILL NO. 2021-13**

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING LVMC TITLE 16 TO ADD A NEW CHAPTER ESTABLISHING AN INSPECTION PROGRAM FOR CERTAIN NON-TRANSIENT LODGING PROPERTIES, INCLUDING CERTAIN RESIDENCE HOTELS/MOTELS; AMENDING VARIOUS PROVISIONS OF LVMC TITLE 6 TO PROVIDE PARALLEL LICENSING CHANGES, INCLUDING A CHANGE IN THE DEFINITION OF "APARTMENT HOUSE" TO INCLUDE STRUCTURES WITH FOUR DWELLING UNITS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, City Manager

Summary: Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 22 and consisting of Sections 10 to 60, inclusive, reading as follows:

**16.22.010:** The purpose of this Chapter is to encourage and facilitate the provision of safe, sanitary and affordable rental housing options for residents in the City. In addition to traditionally-developed rental properties, many properties within the City that were developed as motels or to provide transient lodging have been converted, in whole or in part, to operations such as apartment hotels, residence hotels, or similar properties that provide longer-stay options in the form of non-transient lodging. This Chapter is intended to provide for a program of inspection of this latter type of non-transient lodging. The program is designed not only to respond to complaints but to provide for routine periodic inspections with the goals of reducing substandard housing, promoting compliance with applicable codes, and helping safeguard health, property, safety and welfare.

**16.22.020:** (A) The provisions of this Chapter apply to all existing and future buildings or portions

thereof that function as converted non-transient lodging property, as defined in this Chapter. This Chapter is not an exclusive regulation of such housing within the City, but is intended to supplement, be cumulative with, and be in addition to other regulatory ordinances or enactments by government authorities having jurisdiction. The authority of the City to enforce the provisions of this Chapter is independent of and in addition to the authority of City officials to enforce any other provisions of this Code.

(B) Before conducting an initial inspection of any property under the authority of this Chapter, the City shall notify the owner of the property (and the property manager, if known) that the property is identified and considered to be a converted non-transient lodging property subject to this Chapter.

**16.22.030:** For purposes of this Chapter, the following definitions shall apply:

"Building" means a structure or part thereof.

"Call for service" means a call or request by a resident, visitor or operator for service in the form of a response by a law enforcement agency or emergency response agency. The term normally would not include calls such as emergency medical service calls, public information service requests, auto accidents, or police-initiated contact not involving criminal activity.

"Complaint" means a notification to the City of a violation or suspected violation of the City's Housing Code or of this Chapter.

"Converted non-transient lodging property" means an apartment house, extended stay hotel or motel, or residence hotel/motel, consisting of a structure or complex with at least four units available as part of the licensed property, that:

(1) Was constructed before January 1, 1981;

(2) Was originally or at some time in the past developed or operated as transient lodging; and

(3) Has since been converted to operate primarily or wholly as non-transient lodging. This type of property generally will carry the "H11" business category code designation within the City's business licensing records.

"Inspection" means the examination of exterior or interior areas of a structure for purposes of

determining compliance with applicable City codes and regulations.

"Non-transient lodging" or "non-transient lodging property" means a building or unit occupied or intended to be occupied as lodging primarily by persons who do not have residence elsewhere, who pay rent or other compensation, and the units of which do not qualify as transient lodging for purposes of this Chapter. The term typically would include buildings or units that are not subject to the payment of transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20, such as apartment houses, extended-stay motels or hotels, and residence hotels/motels. The burden of establishing that a building or unit does not qualify as non-transient lodging shall be on the owner or operator of the property.

"Property manager" means a person who is responsible for the daily operation of a non-transient lodging property, to include but not limited to, collecting rent, access and control of room keys, and serves as an on scene contact for enforcement officials.

"Transient lodging" or "transient lodging property" means a building or unit occupied or intended to be occupied as temporary lodging for transient guests who have residence elsewhere, who pay rent or other compensation, and whose rental of units is subject to the payment of transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20. The burden of establishing that a building or unit qualifies as transient lodging shall be on the owner or operator of the property.

**16.22.040:** (A) It is the intent of the City, through its Code Enforcement Section and other designated City staff, to inspect each converted non-transient lodging property at least once per calendar year. The purpose of such inspection is to determine whether the premises comply with all applicable ordinances and codes, including without limitation those relating to public nuisance, life safety, construction, zoning, health and licensing. Notwithstanding the City's intent to perform inspections, nothing in this Chapter shall be deemed to create any duty or obligation on the part of the City regarding inspections or enforcement activity.

(B) The City may require more frequent inspections if an annual or regular inspection reveals non-compliance with applicable ordinance and code provisions.

(C) The City's Code Enforcement Section and other designated officers and employees

are authorized to:

(1) Enter upon premises, consistent with Constitutional requirements, for the purposes of inspection and determining compliance with the provisions of this Chapter and other applicable ordinances and codes. In exercising the authority of this Paragraph (1), the City shall use best efforts to provide the property owner or property manager at least twenty-four hours' notice of a proposed inspection unless to do so would frustrate or be inconsistent with the purpose of the inspection as a means of protecting property or protecting the public and the health, safety or welfare of persons within or near the property.

(2) Provide notices of noncompliance, notices of violation, notices and orders to comply, and other similar methods leading up to and including the issuance of criminal citations.

(3) Provide notices of noncompliance, notices of violation, notices and orders to comply, and other similar methods leading up to and including the processing of civil violations in accordance with the procedural provisions of LVMC Chapter 9.04, LVMC 6.02.400 to 6.02.460, inclusive, as well as other applicable ordinances and statutes.

(4) Establish such additional programs for audit and inspection of housing units subject to this Chapter, as well as additional methods of encouraging and obtaining compliance.

(5) Establish and promote training programs for property owners, property managers and tenants regarding property management, property maintenance, rights and responsibilities, and other topics related to the purpose of this Chapter.

**16.22.050:** (A) It is unlawful for a property owner, property manager or agent to rent to or otherwise allow another to occupy a vacant unit of converted non-transient lodging property that is the subject of a pending enforcement action under this Chapter, unless and until the unit has been inspected by the City for code compliance and has passed such inspection.

(B) Except as otherwise provided in this Subsection (B), it is unlawful for a property owner, property manager or agent to rent to or otherwise allow another to occupy a vacant unit of converted non-transient lodging property unless the unit has been the subject of a completed annual inspection referred to in Subsection (A) of LVMC 16.22.040. Notwithstanding the preceding sentence, such a unit may be rented

or made available if:

(1) The failure of a completed annual inspection was not caused by the fault, lack of diligence, or lack of cooperation on the part of the property owner, property manager or agent; and

(2) The City's Code Enforcement Section authorizes the unit to be rented or made available pending inspection.

(C) It is unlawful for a property owner, property manager or agent to violate any provision of this Chapter.

(D) A violation of this Section or any provision of this Chapter may be prosecuted by means of a criminal prosecution, a civil proceeding, or a combination thereof. In addition to any civil remedy otherwise available, the City may proceed by means of the process for civil violations set forth in LVMC 6.02.400 to 6.02.460, inclusive. In such a proceeding, any reference to the "Department" in LVMC 6.02.400 to 6.02.460, inclusive, shall pertain to the Code Enforcement Section or any other department assigned to enforce this Chapter.

(E) As a matter of information only, State law prohibits retaliatory action by a landlord against a tenant under the circumstances described by that law.

**16.22.060:** Upon notice and an opportunity to be heard, the City is authorized to do any of the following with regard to a converted non-transient lodging property:

(A) Take disciplinary action against an associated business license under LVMC Title 6 or revoke an associated land use entitlement under LVMC Title 19 for the following:

(1) Excessive calls for service to the property with inadequate response by management, owners or operators; or

(2) Frequent findings of code violations and frequent violation-related inspections.

(B) Condition the retention of an associated business license upon quarterly inspections (or other frequency) for a specified period of time.

SECTION 2: Title 6, Chapter 2, Section 20, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.02.020:** (A) The Department shall have the jurisdiction to investigate and enforce the provisions of this Title, Title 9, Chapter 16.22, and the provisions of Title 19 as they relate to the use of land by, and impact of, businesses, professions and occupations.

(B) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to:

(1) The power to enter and inspect the licensed premises at any time during the business hours of the licensee;

(2) The power to examine and audit all books and other business records of a principal, licensee, applicant, or their employees or other persons acting under their control for purposes of determining ownership, the proper payment of license fees, and other issues relating to compliance with this Title;

(3) The power to apply for and execute administrative search warrants based upon reasonable suspicion of a violation of this Title, Title 9, Chapter 16.22 or Title 19;

(4) The power to issue citations pursuant to the provisions of NRS Chapter 171 for violations of this Title, Title 9, Chapter 16.22 or Title 19;

(5) The power to issue, revoke, suspend or deny a business license, or temporary business license, as provided in this Chapter;

(6) The authority to make expenditures as reasonably necessary to investigate a violation of this Title, Title 9, Chapter 16.22 or Title 19; and

(7) The power to assess the following to a licensee for re-inspections after the initial inspection reveals violations of this Title, Title 9, Chapter 16.22 or Title 19:

(a) A service charge of ninety dollars for the initial re-inspection, if the licensee or its representative has not corrected or caused the correction of all violations to the Department's satisfaction by the established re-inspection date, such charge to reflect the partial cost of staff time and City resources;

(b) A service charge of one hundred twenty dollars for each subsequent re-inspection until all violations have been corrected to the Department's satisfaction, such charge to reflect the partial cost of staff time and City resources; and

(c) An administrative fee of ten percent of the amount of service charges assessed under Subparagraphs (a) and (b) above, to cover administrative costs of billing and receipting;

(C) The Department shall provide the licensee or its representative an appropriate billing to reflect service charges and administrative fees assessed under Paragraph (7) of Subsection (B) above. The billing shall include the date by which payment must be made, which must be at least sixty days after the billing is provided. If payment is not made by the date specified, the City may proceed to collect the amounts assessed in accordance with LVMC 6.02.250. Notwithstanding the provisions of this Subsection (C), the licensee or its representative may appeal the assessment of service charges and administrative fees, including the underlying determination that violations have occurred, by filing a written appeal with the Department within ten days after the billing is provided to the licensee or its representative. A hearing on the appeal will be conducted by the City Manager (or the City Manager's designee) within ten days after the appeal is filed, unless otherwise agreed to by the licensee and the person conducting the hearing. The period for payment is tolled during the pendency of an appeal.

(D) The Department is authorized to require identification or other information from a principal, licensee, applicant, or their employees or other persons acting under their control, at any time in furtherance of the exercise of its jurisdiction.

(E) During the course of investigating any crime or assisting in the enforcement of this Code, Metro has concurrent jurisdiction and authority to issue citations for the violations of this Title, Title 9, Chapter 16.22 or Title 19.

SECTION 3: Title 6, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.09.010:** For purposes of this Chapter:

(A) "Apartment house" means a structure which contains [five] four or more apartment dwelling units and which does not qualify as a townhouse dwelling, residence [hotel,] hotel/motel, condominium, or multiple-unit structure that is owned cooperatively or in common.

(B) "Landlord training program" means a landlord training program offered by the Las Vegas Metropolitan Police Department in connection with its Las Vegas Crime Free Multi-Housing Program.

(C) "Licensee" means a person who is licensed under the provisions of this Chapter.

(D) "Operator of an apartment house" means a person who operates or manages an apartment house. For purposes of ensuring that the provisions of this Chapter are met for each apartment house, the term also includes a person who owns the apartment house or the land on which the apartment house is located if that person also is engaged in the operation or management of the apartment house.

SECTION 4: Title 6, Chapter 9, Section 15, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.09.015**: Each operator of an apartment house shall pay an annual licensing fee based upon the schedule set forth in this Section. However, in the case of a group of apartment houses which are contiguous to each other, the contiguous group shall be treated as one apartment house for the purpose of this Section. No more than one fee is required to be paid under this Section for each apartment house.

| Number of Apartment House Rooms | Fee |
|---|---|
| [5] 4 to 10 | $75.00 |
| Over 10 | $75.00 plus $5.00 for each additional apartment in excess of 10 |

SECTION 5: Title 6, Chapter 9, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 60, reading as follows:

**6.09.060:** As a matter of information only, State law prohibits retaliatory action by a landlord against a tenant under the circumstances described by that law.

SECTION 6: Title 6, Chapter 46, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.46.010:** "Landlord training program" means the landlord training program defined in LVMC

6.09.010.

"Non-transient lodging" or "non-transient lodging property" means a building or unit occupied or intended to be occupied as lodging primarily by persons who do not have residence elsewhere, who pay rent or other compensation, and the units of which do not qualify as transient lodging for purposes of this Chapter. The term typically would include buildings or units that are not subject to the payment of taxes on transient lodging charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20, such as apartment houses, extended-stay motels or hotels, and residence hotels/motels. The burden of establishing that a building or unit does not qualify as non-transient lodging shall be on the owner or operator of the property. The City may deem a property to be non-transient lodging for purposes of this Chapter if the owner or operator is unable to document the collection and payment of the transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20.

"Operator" means any person who owns, leases, controls, manages or operates an establishment that rents or holds out for rent guestrooms on a daily or less-than-weekly basis.

"Property manager" means a person who has a current, valid State-issued permit to operate as a property manager and who is responsible for the daily operation of a non-transient lodging property, to include but not limited to, collecting rent, access and control of room keys, and serves as an on scene contact for enforcement officials.

"Residence hotel/motel" means a complex of multiple dwelling units used or designed for extended-stay lodging or long-term occupancy, in which:

(1) The dwelling units consist of efficiency units or suites with a complete kitchen;

(2) Customary hotel/motel services are provided, such as linen service, maid service, telephone service and furniture upkeep;

(3) Additional resident/guest amenities may be provided, including meeting rooms, club house facilities or recreational facilities; and

(4) A majority of the revenue derived from the rental of lodging

accommodations is not subject to the transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20.

"Transient lodging" means a building or unit occupied or intended to be occupied as temporary lodging for transient guests who have residence elsewhere, who pay rent or other compensation, and whose rental of units is subject to the payment of taxes on transient lodging charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20. The burden of establishing that a building or unit qualifies as transient lodging shall be on the owner or operator of the property.

SECTION 7: Title 6, Chapter 46, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.46.020:** (A) Except as otherwise provided in Subsection (B), no person shall engage in the business of operating a hotel, motel, residence hotel/motel, or other establishment that rents or holds out for rent rooms or other temporary accommodations on a daily basis or for a period of thirty days or less, with or without meals included in the rental rate, without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Chapter.

(B) The provisions of Subsection (A) do not apply to a short-term residential rental subject to licensing under LVMC Chapter 6.75.

SECTION 8: Title 6, Chapter 46, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 155, reading as follows:

**6.46.155:** (A) Each non-transient lodging property with twelve units or more must have a property manager living onsite. The property manager must have access to every room on the property so as to provide access for first responders and enforcement personnel.

(B) Each of the following shall be required to complete the landlord training program at least once every twenty-four months:

(1) Each property manager, except that this requirement may be waived for a property manager licensed under NRS Chapter 645 who can document having received equivalent training

within that period in connection with other licensing, permitting or certification requirements.

(2) For properties that do not have a property manager, at least one person qualifying as an operator of the property.

(C) Each property manager must obtain and maintain a valid work card, which shall be made available on the premises in connection with any scheduled inspection of the property, and otherwise upon request.

SECTION 9: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.86.050:** Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35;

(C) Employees of [medical marijuana establishments and marijuana] establishments licensed under Chapter 6.95; [and]

(D) Employees of social use venues licensed under Chapter 6.96[.]; and

(E) Property managers required to have a work card pursuant to Chapter 6.46.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon

conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-23-21
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

**PROPOSED FIRST AMENDMENT**

**BILL NO. 2021-13**

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING LVMC TITLE 16 TO ADD A NEW CHAPTER ESTABLISHING AN INSPECTION PROGRAM FOR CERTAIN NON-TRANSIENT LODGING PROPERTIES, INCLUDING CERTAIN RESIDENCE HOTELS/MOTELS; AMENDING VARIOUS PROVISIONS OF LVMC TITLE 6 TO PROVIDE PARALLEL LICENSING CHANGES, INCLUDING A CHANGE IN THE DEFINITION OF "APARTMENT HOUSE" TO INCLUDE STRUCTURES WITH FOUR DWELLING UNITS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, City Manager

Summary: Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 22 and consisting of Sections 10 to 60, inclusive, reading as follows:

**16.22.010:** The purpose of this Chapter is to encourage and facilitate the provision of safe, sanitary and affordable rental housing options for residents in the City. In addition to traditionally-developed rental properties, many properties within the City that were developed as motels or to provide transient lodging have been converted, in whole or in part, to operations such as apartment hotels, residence hotels, or similar properties that provide longer-stay options in the form of non-transient lodging. This Chapter is intended to provide for a program of inspection of this latter type of non-transient lodging. The program is designed not only to respond to complaints but to provide for routine periodic inspections with the goals of reducing substandard housing, promoting compliance with applicable codes, and helping safeguard health, property, safety and welfare.

City council meeting
Submitted after final agenda
City Council - Page 800
Date 4/5/2021 Item 57

Submitted At
Recommending Meeting
4/5/2021 #5

**16.22.020:** (A) The provisions of this Chapter apply to all existing and future buildings or portions thereof that function as converted non-transient lodging property, as defined in this Chapter, whether or not the persons or entities owning the property are located within the boundaries of the City. This Chapter is not an exclusive regulation of such housing within the City, but is intended to supplement, be cumulative with, and be in addition to other regulatory ordinances or enactments by government authorities having jurisdiction. The authority of the City to enforce the provisions of this Chapter is independent of and in addition to the authority of City officials to enforce any other provisions of this Code.

(B) Before conducting an initial inspection of any property under the authority of this Chapter, the City shall notify the owner of the property (and the property manager, if known) that the property is identified and considered to be a converted non-transient lodging property subject to this Chapter.

**16.22.030:** For purposes of this Chapter, the following definitions shall apply:

"Building" means a structure or part thereof.

"Call for service" means a call or request by a resident, visitor or operator for service in the form of a response by a law enforcement agency or emergency response agency. The term normally would not include calls such as emergency medical service calls, public information service requests, auto accidents, or police-initiated contact not involving criminal activity.

"Complaint" means a notification to the City of a violation or suspected violation of the City's Housing Code or of this Chapter.

"Converted non-transient lodging property" means an apartment house, extended stay hotel or motel, or residence hotel/motel, consisting of a structure or complex with at least four units available as part of the licensed property, that:

(1) Was constructed before January 1, 1981;

(2) Was originally or at some time in the past developed or operated as transient lodging; and

(3) Has since been converted to operate primarily or wholly as non-transient lodging. This type of property generally will carry the "H11" business category code designation within the City's

business licensing records.

"Inspection" means the examination of exterior or interior areas of a structure for purposes of determining compliance with applicable City codes and regulations.

"Non-transient lodging" or "non-transient lodging property" means a building or unit occupied or intended to be occupied as lodging primarily by persons who do not have residence elsewhere, who pay rent or other compensation, and the units of which do not qualify as transient lodging for purposes of this Chapter. The term typically would include buildings or units that are not subject to the payment of transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20, such as apartment houses, extended-stay motels or hotels, and residence hotels/motels. The burden of establishing that a building or unit does not qualify as non-transient lodging shall be on the owner or operator of the property.

"Property manager" means a person who is responsible for the daily operation of a non-transient lodging property, to include but not limited to, collecting rent, access and control of room keys, and serves as an on scene contact for enforcement officials.

"Transient lodging" or "transient lodging property" means a building or unit occupied or intended to be occupied as temporary lodging for transient guests who have residence elsewhere, who pay rent or other compensation, and whose rental of units is subject to the payment of transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20. The burden of establishing that a building or unit qualifies as transient lodging shall be on the owner or operator of the property.

**16.22.040:** (A) It is the intent of the City, through its Code Enforcement Section and other designated City staff, to inspect each converted non-transient lodging property at least once per calendar year. The purpose of such inspection is to determine whether the premises comply with all applicable ordinances and codes, including without limitation those relating to public nuisance, life safety, construction, zoning, health and licensing. Notwithstanding the City's intent to perform inspections, nothing in this Chapter shall be deemed to create any duty or obligation on the part of the City regarding inspections or enforcement activity.

(B) The City may require more frequent inspections if an annual or regular inspection

reveals non-compliance with applicable ordinance and code provisions.

(C) The City's Code Enforcement Section and other designated officers and employees are authorized to:

(1) Enter upon premises, consistent with Constitutional requirements, for the purposes of inspection and determining compliance with the provisions of this Chapter and other applicable ordinances and codes. In exercising the authority of this Paragraph (1), the City shall use best efforts to provide the property owner or property manager at least twenty-four hours' notice of a proposed inspection unless to do so would frustrate or be inconsistent with the purpose of the inspection as a means of protecting property or protecting the public and the health, safety or welfare of persons within or near the property.

(2) Provide notices of noncompliance, notices of violation, notices and orders to comply, and other similar methods leading up to and including the issuance of criminal citations.

(3) Provide notices of noncompliance, notices of violation, notices and orders to comply, and other similar methods leading up to and including the processing of civil violations in accordance with the procedural provisions of LVMC Chapter 9.04, LVMC 6.02.400 to 6.02.460, inclusive, as well as other applicable ordinances and statutes.

(4) Establish such additional programs for audit and inspection of housing units subject to this Chapter, as well as additional methods of encouraging and obtaining compliance.

(5) Establish and promote training programs for property owners, property managers and tenants regarding property management, property maintenance, rights and responsibilities, and other topics related to the purpose of this Chapter.

**16.22.050:** (A) It is unlawful for a property owner, property manager or agent to rent to or otherwise allow another to occupy a vacant unit of converted non-transient lodging property that is the subject of a pending enforcement action under this Chapter, unless and until the unit has been inspected by the City for code compliance and has passed such inspection.

(B) Except as otherwise provided in this Subsection (B), it is unlawful for a property owner, property manager or agent to rent to or otherwise allow another to occupy a vacant unit of converted

non-transient lodging property unless the unit has been the subject of a completed annual inspection referred to in Subsection (A) of LVMC 16.22.040. Notwithstanding the preceding sentence, such a unit may be rented or made available if:

(1) The failure of a completed annual inspection was not caused by the fault, lack of diligence, or lack of cooperation on the part of the property owner, property manager or agent; and

(2) The City's Code Enforcement Section authorizes the unit to be rented or made available pending inspection.

(C) Each manager or operator of a converted transient lodging property shall post at a prominent location on each floor at least one sign indicating that concerns relating to the life safety systems of the building can be reported to the City at the telephone number listed on the sign. Each such sign shall contain the text and be in the size and format approved by the City. The City will endeavor to make such signs available to each manager or operator of a converted transient lodging property, but the posting of compliant signs is required whether or not actual signs have been obtained from the City.

(D) It is unlawful for a property owner, property manager or agent to violate any provision of this Chapter.

(E) A violation of this Section or any provision of this Chapter may be prosecuted by means of a criminal prosecution, a civil proceeding, or a combination thereof. In addition to any civil remedy otherwise available, the City may proceed by means of the process for civil violations set forth in LVMC 6.02.400 to 6.02.460, inclusive. In such a proceeding, any reference to the "Department" in LVMC 6.02.400 to 6.02.460, inclusive, shall pertain to the Code Enforcement Section or any other department assigned to enforce this Chapter.

(F) As a matter of information only, State law prohibits retaliatory action by a landlord against a tenant under the circumstances described by that law.

**16.22.060:** Upon notice and an opportunity to be heard, the City is authorized to do any of the following with regard to a converted non-transient lodging property:

(A) Take disciplinary action against an associated business license under LVMC Title 6

or revoke an associated land use entitlement under LVMC Title 19 for the following:

(1) Excessive calls for service to the property with inadequate response by management, owners or operators; or

(2) Frequent findings of code violations and frequent violation-related inspections.

(B) Condition the retention of an associated business license upon quarterly inspections (or other frequency) for a specified period of time.

SECTION 2: Title 6, Chapter 2, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.02.020:** (A) The Department shall have the jurisdiction to investigate and enforce the provisions of this Title, Title 9, Chapter 16.22, and the provisions of Title 19 as they relate to the use of land by, and impact of, businesses, professions and occupations.

(B) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to:

(1) The power to enter and inspect the licensed premises at any time during the business hours of the licensee;

(2) The power to examine and audit all books and other business records of a principal, licensee, applicant, or their employees or other persons acting under their control for purposes of determining ownership, the proper payment of license fees, and other issues relating to compliance with this Title;

(3) The power to apply for and execute administrative search warrants based upon reasonable suspicion of a violation of this Title, Title 9, Chapter 16.22 or Title 19;

(4) The power to issue citations pursuant to the provisions of NRS Chapter 171 for violations of this Title, Title 9, Chapter 16.22 or Title 19;

(5) The power to issue, revoke, suspend or deny a business license, or temporary business license, as provided in this Chapter;

(6) The authority to make expenditures as reasonably necessary to investigate a violation of this Title, Title 9, Chapter 16.22 or Title 19; and

(7) The power to assess the following to a licensee for re-inspections after the initial inspection reveals violations of this Title, Title 9, Chapter 16.22 or Title 19:

(a) A service charge of ninety dollars for the initial re-inspection, if the licensee or its representative has not corrected or caused the correction of all violations to the Department's satisfaction by the established re-inspection date, such charge to reflect the partial cost of staff time and City resources;

(b) A service charge of one hundred twenty dollars for each subsequent re-inspection until all violations have been corrected to the Department's satisfaction, such charge to reflect the partial cost of staff time and City resources; and

(c) An administrative fee of ten percent of the amount of service charges assessed under Subparagraphs (a) and (b) above, to cover administrative costs of billing and receipting;

(C) The Department shall provide the licensee or its representative an appropriate billing to reflect service charges and administrative fees assessed under Paragraph (7) of Subsection (B) above. The billing shall include the date by which payment must be made, which must be at least sixty days after the billing is provided. If payment is not made by the date specified, the City may proceed to collect the amounts assessed in accordance with LVMC 6.02.250. Notwithstanding the provisions of this Subsection (C), the licensee or its representative may appeal the assessment of service charges and administrative fees, including the underlying determination that violations have occurred, by filing a written appeal with the Department within ten days after the billing is provided to the licensee or its representative. A hearing on the appeal will be conducted by the City Manager (or the City Manager's designee) within ten days after the appeal is filed, unless otherwise agreed to by the licensee and the person conducting the hearing. The period for payment is tolled during the pendency of an appeal.

(D) The Department is authorized to require identification or other information from a

principal, licensee, applicant, or their employees or other persons acting under their control, at any time in furtherance of the exercise of its jurisdiction.

(E) During the course of investigating any crime or assisting in the enforcement of this Code, Metro has concurrent jurisdiction and authority to issue citations for the violations of this Title, Title 9, Chapter 16.22 or Title 19.

SECTION 3: Title 6, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

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(A) "Apartment house" means a structure which contains [five] four or more apartment dwelling units and which does not qualify as a townhouse dwelling, residence [hotel,] hotel/motel, condominium, or multiple-unit structure that is owned cooperatively or in common.

(B) "Landlord training program" means a landlord training program offered by the Las Vegas Metropolitan Police Department in connection with its Las Vegas Crime Free Multi-Housing Program.

(C) "Licensee" means a person who is licensed under the provisions of this Chapter.

(D) "Operator of an apartment house" means a person who operates or manages an apartment house. For purposes of ensuring that the provisions of this Chapter are met for each apartment house, the term also includes a person who owns the apartment house or the land on which the apartment house is located if that person also is engaged in the operation or management of the apartment house.

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| Number of Apartment House Rooms | Fee |
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| [5] 4 to 10 | $75.00 |
| Over 10 | $75.00 plus $5.00 for each additional apartment in excess of 10 |

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(1) The dwelling units consist of efficiency units or suites with a complete kitchen;

(2) Customary hotel/motel services are provided, such as linen service, maid service, telephone service and furniture upkeep;

(3) Additional resident/guest amenities may be provided, including meeting rooms, club house facilities or recreational facilities; and

(4) A majority of the revenue derived from the rental of lodging accommodations is not subject to the transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20.

"Transient lodging" means a building or unit occupied or intended to be occupied as temporary lodging for transient guests who have residence elsewhere, who pay rent or other compensation, and whose rental of units is subject to the payment of taxes on transient lodging charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20. The burden of establishing that a building or unit qualifies as transient lodging shall be on the owner or operator of the property.

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(B) The provisions of Subsection (A) do not apply to a short-term residential rental subject to licensing under LVMC Chapter 6.75.

SECTION 8: Title 6, Chapter 46, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 155, reading as follows:

**6.46.155:** (A) Each non-transient lodging property must designate one or more contact persons who are available at all times to provide access to every room on the property for first responders and enforcement personnel. The name and telephone number of each such contact person shall be posted on the property and provided to the Department.

(B) With regard to each non-transient lodging property, and except as otherwise provided in Subsection (C), at least one of the following shall be required to complete the landlord training program at least once every twenty-four months:

(1) An operator with no ownership interest in the property who performs the functions of a property manager regarding the property.

(2) An operator with an ownership interest in the property who performs the functions of a property manager regarding the property.

(C) The landlord training requirement described in Subsection (B) may be waived by the City for a property that is managed by a person licensed under NRS Chapter 645 who can document having received equivalent training within that period in connection with other licensing, permitting or certification requirements.

(D) Except as otherwise provided in this Subsection (D), each property manager of a non-transient lodging property having five units or more must obtain and maintain a valid work card, which shall be made available on the premises in connection with any scheduled inspection of the property, and otherwise upon request. The work card requirement does not apply to a person who holds a current license under NRS Chapter 645.

SECTION 9: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.86.050:** Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35;

(C) Employees of [medical marijuana establishments and marijuana] establishments

licensed under Chapter 6.95; [and]

(D) Employees of social use venues licensed under Chapter 6.96[.]; and

(E) Property managers required to have a work card pursuant to Chapter 6.46.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**58**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-14 - Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. Sponsored by: Councilman Stavros S. Anthony

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
This bill will amend LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. The bill will more closely align the City's animal cruelty provisions with State law on the subject. In addition, the bill will amend the penalty provisions for animal cruelty convictions to authorize (or require, in some cases) that the defendant be prohibited from owning an animal for a specified period.

**RECOMMENDATION:**
ADOPTION at the April 21, 2021 City Council Meeting pursuant to the April 5, 2021 Recommending Committee Meeting.

First Reading – 3/17/2021 First Publication – 4/8/2021

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-14

**BILL NO. 2021-14**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND LVMC 7.32.160 AND 7.44.040 TO UPDATE PROVISIONS REGARDING ANIMAL CRUELTY AND RELATED PENALTIES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 32, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**7.32.160:** It shall be a misdemeanor to: [confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer.]

(A) Restrain a dog in violation of NRS 574.100; or

(B) Confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer.

SECTION 2: Title 7, Chapter 44, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**7.44.040:** (A) Any person owning, possessing or having the care, custody and control of any animal, who:

(1) Wilfully refuses, fails or neglects to furnish to the Animal Regulation Officer or an Animal Control Officer the information required under this Title;

(2) Wilfully refuses, fails or neglects to cause said animals to be registered and pay said registration fee at the time and in the manner herein provided;

(3) Wilfully refuses, fails or neglects to perform any act or pay any other fee or

charge required by this Title to be performed or paid;

(4) Resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties; or

(5) Violates any of the provisions of Chapters 7.04 to 7.44, is guilty of a misdemeanor.

(B) Any person who violates any provision of Section 7.32.010, Section 7.32.030, Section 7.32.120, [or] Section 7.32.130, Section 7.32.160, or any provision of Subsections (1), (2), (3) or (5) of NRS 574.100 is guilty of a misdemeanor and:

(1) For the first offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than two days nor more than six months; the performance of community service of not less than forty-eight hours nor more than one hundred twenty hours, and a fine of not less than two hundred dollars nor more than one thousand dollars. A term of imprisonment imposed pursuant to this paragraph may be served intermittently at the discretion of the judge, except that each period of confinement must be not less than four consecutive hours and must occur at a time when the person is not required to be at his place of employment or on a weekend;

(2) For the second offense or subsequent offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than ten days nor more than six months; the performance of community service of not less than one hundred hours nor more than two hundred hours, and a fine of not less than five hundred dollars nor more than one thousand dollars.

(C) In addition to any other fine or penalty provided in Subsection (B), a person who violates any provision [of Section 7.32.010 or Section 7.32.130] described in Subsection (B) shall be ordered to pay restitution for all costs associated with the care and impoundment of any mistreated animal, including without limitation money expended for veterinary treatment, feed and housing.

(D) In connection with the imposition of any sentence pursuant to this Section, the court: [may order the defendant to surrender ownership or possession of the mistreated animal.]

(1) May order the defendant to surrender ownership or possession of the

mistreated animal;

(2) Except as otherwise provided in Paragraph (3) below, may enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period not to exceed four years; and

(3) In a case where the mistreated animal died as a result of the mistreatment, must enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period of at least two years and not to exceed five years, beginning either on the date of conviction or, in the case of a suspended sentence, at such other time as is determined by the court.

(E) If a person who owns, possesses or has custody, care and control of an animal resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties, or violates any of the provisions of Chapters 7.04 to 7.44, inclusive, the animal may be impounded in accordance with the provisions of this Title.

(F) The City is authorized to treat a violation of the following provisions of this Title as a civil infraction, which shall then subject the violator to a civil penalty in accordance with the provisions of Sections 7.44.060 to 7.44.120, inclusive:

(1) Section 7.08.010 (relating to animal licensing);

(2) Section 7.08.090 (relating to license tags);

(3) Section 7.08.140 (relating to dog limitations);

(4) Section 7.08.160 (relating to cat limitations);

(5) Section 7.12.010 (relating to rabies vaccinations);

(6) Section 7.14.010 (relating to unspayed/unneutered animals);

(7) Section 7.20.020 (relating to unspayed female animals during copulating

season);

(8) Section 7.36.010 (relating to noise annoyance);

(9) Section 7.36.020 (relating to animal interference, damage, etc.);

(10) Section 7.36.030 (relating to animals at large), if the violation is witnessed by the Animal Regulation Officer or an Animal Control Officer;

(11) Section 7.36.040 (relating to animal waste);

(12) Section 7.36.050 (relating to animal restraint and sanitation);

(13) Section 7.38.040 (relating to hogs and pigs);

(14) Section 7.38.041 (relating to potbellied pigs);

(15) Section 7.38.042 (relating to potbellied pigs);

(16) Section 7.38.043 (relating to potbellied pigs);

(17) Section 7.38.050 (relating to poultry and birds);

(18) Section 7.38.060 (relating to rabbits);

(19) Section 7.38.070 (relating to owner responsibilities); and

(20) Section 7.38.100 (relating to wild animal permits).

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon

conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-2-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**59**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
NEW BILLS:

Bill No. 2021-15 - Amends LVMC 19.16.010 to add a new subsection to provide authority and standards for granting voluntary expungements of land use approvals. Proposed by: Tom Perrigo, Chief Operations and Development Officer

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
LVMC Title 19 (the Uniform Development Code) generally does not permit more than one comprehensive development plan on any particular site. Historically, this has been monitored and enforced by means of expungement conditions on development approval. However, there has been no formally-established means of allowing a property owner to initiate a voluntary expungement of a previous land use approval. This bill will amend LVMC 19.16.010 to add a new subsection to provide authority and standards for granting such voluntary expungements.

**RECOMMENDATION:**
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-15

**BILL NO. 2021-15**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND LVMC 19.16.100 TO ADD A NEW SUBSECTION TO PROVIDE AUTHORITY AND STANDARDS FOR GRANTING VOLUNTARY EXPUNGEMENTS OF LAND USE APPROVALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Amends LVMC 19.16.100 to add a new subsection to provide authority and standards for granting voluntary expungements of land use approvals.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 10, is hereby amended by adding thereto a new Subsection K, reading as follows:

**K. Voluntary Expungement of an Approved Land Use**

1. Except as allowed under LVMC 19.16.100(K) for concurrent temporary development, this Title does not authorize any parcel of land to be approved for more than one comprehensive development at the same time. This limitation may give rise to requests by property owners to voluntarily expunge their land use approvals.

2. Land use approvals of the following kinds may be voluntarily expunged to allow for additional future development:

a. A land use that is approved with a specified expiration period may be voluntarily expunged prior to exercising the entitlement.

b. A land use may be voluntarily expunged as part of a new request that would replace the existing entitlement.

c. A land use that has been exercised, but may expire in the future, may be voluntarily expunged if it is not currently used and will not be used in the future.

d. A nonconforming land use may be voluntarily expunged if it is not currently used and will not be used in the future.

3. Request for Expungement

a. A written request for voluntary expungement may be included within or as part of the submittal of a new land use application, or may be submitted to the Director separately. The request shall include:

i. The reason for expungement; and

ii. A statement acknowledging that the applicant is willingly surrendering all rights to the subject land use, including but not limited to any time otherwise allotted in this title to re-establish the use due to discontinuation or abandonment.

b. The written request shall be accompanied by an application signed by the property owner or, in the case of a land use approval concerning multiple parcels, a separate application signed by a property owner for each individual property. In the case of multiple ownership of a single parcel, only one of the owners of record shall be required to sign the request. A list of all other owners shall be provided with the application. The application shall be notarized prior to submittal.

4. Granting of Expungement

a. The Director shall consider the request and, if the Director approves the request, shall provide a letter acknowledging the expungement and noting the effective date.

b. If the request is part of a new land use application submittal, the existing land use(s) may be expunged by a condition of approval that is effective on the date of final action approval for the new application.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.010 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into

the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-29-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**60**

**DEPARTMENT: City Attorney** **DISCUSSION**
**DIRECTOR: Bryan K. Scott**

**SUBJECT:**
NEW BILLS:

Bill No. 2021-16 - Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver from the normal distance separation requirements for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character. Sponsored by: Councilwoman Michele Fiore

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
LVMC Title 19 (the Uniform Development Code) establishes distance separation requirements for taverns in relation to other taverns and in relation to certain protected uses. The Code also allows for the waiver of those requirements under certain specified circumstances. This bill will amend LVMC 19.12.070 to allow such a waiver for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character.

**RECOMMENDATION:**
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

**BACKUP DOCUMENTATION:**
1. Bill No. 2021-16

**BILL NO. 2021-16**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND LVMC 19.12.070 REGARDING THE LOCATION OF TAVERNS TO ALLOW A WAIVER FROM THE NORMAL DISTANCE SEPARATION REQUIREMENTS FOR PROPOSED TAVERN LOCATIONS THAT ARE WITHIN CERTAIN DISTANCES FROM THE US 95 FREEWAY AND ANOTHER MAJOR THOROUGHFARE OF A SPECIFIED WIDTH AND CHARACTER, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver from the normal distance separation requirements for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Liquor Establishment (Tavern)" so that the Minimum Special Use Permit Requirements for that use read as follows:

**Minimum Special Use Permit Requirements:**

*1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum distance separation between liquor establishments (tavern), and a minimum distance separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided in these Requirements, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church/house of worship, school, individual care center licensed for more than 12

children, or City park.

2. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

3. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

a. Will be located on a parcel within the C-V District, the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;

c. Will be located within a regional mall; or

d. Will be located within a mixed-use development:

i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;

ii. That has a minimum net site area of 15 acres; and

iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet;

e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet;

f. Will have a general on-sale alcoholic beverage license operated in conjunction with an establishment listed in LVMC 6.50.060; **[**or**]**

g. Will have a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253**[**.**]**; or

h. Will be located on a parcel that is:

i. Adjacent to a right-of-way of at least 200 feet in width that is not a freeway or an

expressway (as defined by LVMC 13.12.040(A)); and

ii. Within 1500 feet of the US 95 Freeway right-of-way boundary as defined by the Nevada Department of Transportation.

*4. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-23-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**61**

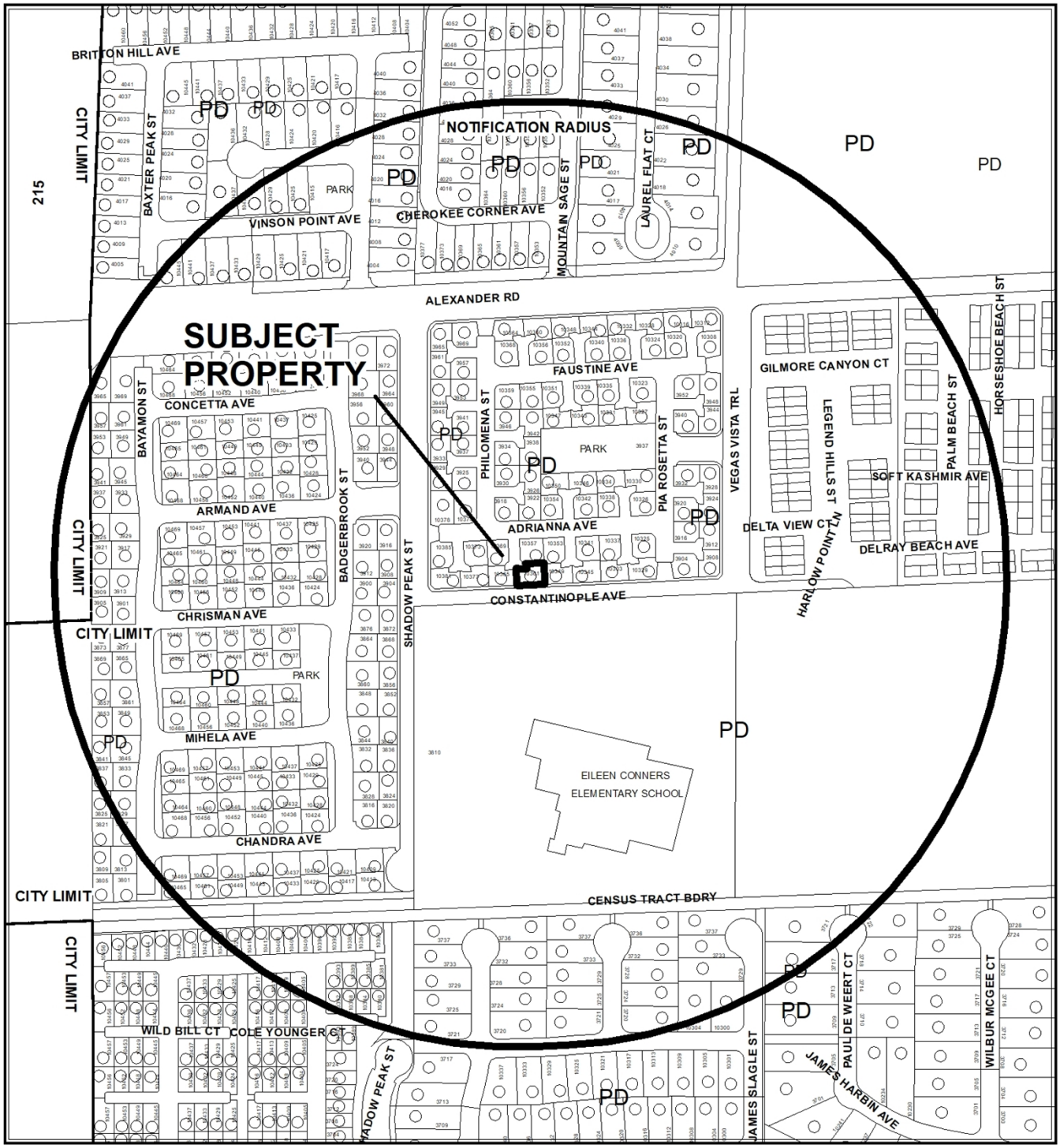
**DEPARTMENT: Planning** **DISCUSSION**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
20-0306-VAR1 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MARK DELMEDICO - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED 207 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE-FAMILY DWELLING on 0.06 acres at 10361 Adrianna Avenue (APN 137-12-513-041), PD (Planned Development) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| Planning Commission Mtg. | 5 | Planning Commission Mtg. | 4 |
| City Council Meeting | 2 | City Council Meeting | 1 |

**RECOMMENDATION:**
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Support Postcard
7. Backup Submitted from the March 17, 2021 City Council Meeting
8. Submitted at Meeting - Documentation Not Vetted - Letter of Support from Brook Walters Submitted by Mathew Lane
9. Backup Submitted for the January 12, 2021 Planning Commission Meeting
10. Backup Submitted for the February 9, 2021 Planning Commission Meeting




**CASE:** **20-0306-VAR1**

**RADIUS:** 1000 FEET

**ZONING OF SUBJECT PROPERTY:** PD (PLANNED DEVELOPMENT)




0 245 490 Feet

**CASE:** **20-0306-VAR1**

**RADIUS:** 1000 FEET

**ZONING OF SUBJECT PROPERTY:** PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

*AGENDA MEMO - PLANNING*

**CITY COUNCIL MEETING DATE: MARCH 17, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: APPLICANT/OWNER: MARK DELMEDICO**

**** STAFF RECOMMENDATION(S) ****

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **20-0306-VAR1** | Staff recommends DENIAL, if approved subject to conditions: | |

**** NOTIFICATION ****

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 27

**NOTICES MAILED** 809 (By City Clerk)

**PROTESTS** 1

**APPROVALS** 5

**** CONDITIONS ****

# 20-0306-VAR1 CONDITIONS

***Planning***

1. Conformance to the approved conditions for Site Development Plan Review (SDR-1912) and Review of Condition (ROC-3669), except where amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

## PROJECT DESCRIPTION

This is a request to allow a reduced side yard setback area for a proposed room addition [sun room] at 10361 Adrianna Avenue.

## ISSUES

- Variance (20-0306-VAR1) is requested to allow a three-foot side yard setback for a proposed room addition [sun room] where five feet is required. Staff does not support the request.
- The applicant submitted revised plans and requested an abeyance at the 01/12/21 Planning Commission hearing.
- Due to the revision submission, the Variance request was re-notified. (The applicant originally requested a rear yard setback Variance in error.)

## ANALYSIS

The subject 0.06-acre parcel is zoned P-D (Planned Development) with a MLA (Medium-Low Attached) special land use designation. It is home to an existing 1,818 square-foot single family dwelling. With the approval of the requested room addition, the house will total 2,025 square feet with a lot coverage of 48 percent. The subject property is located within the Lone Mountain Master Plan area and is subject to the development standards of Site Development Plan Review (SDR-1912). Condition of approval Number Five (5) permits a five-foot side yard setback. The applicant requests Variance (20-0306-VAR1) in order to construct a 207 square-foot room addition with a three-foot side yard setback area. Per the submitted justification letter, the addition will be utilized as a sun room.

Staff finds the request to be a self-imposed hardship and thereby recommends denial of the Variance (20-0306-VAR1). If approved, it will be subject to conditions.

## FINDINGS (20-0306-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to construct a house addition that fails to meet the minimum development standards. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by Planning, Fire, Bldg., etc.*** | |
|---|---|
| 05/07/03 | The City Council approved Site Development Plan Review (SDR-1912) for a proposed 88-unit medium-low attached residential development adjacent to the southeast corner of Alexander Road and Shadow Peak Street. The Planning Commission and Staff recommended approval. |
| 02/04/04 | The City Council approved Review of Condition (ROC-3669) request to amend Condition No.5 of an approved Site Development Plan Review (SDR-1912) to allow 18-foot front yard setbacks where 6-foot maximum is permitted and to allow 6-foot corner side setbacks where 10-foot minimum is permitted on four lots within a proposed single-family residential development adjacent to the southeast corner of Alexander Road and Shadow Peak Street. |
| 01/12/21 | The Planning Commission voted (7-0) to hold 20-0306-VAR1 in ABEYANCE to the February 9, 2021 Planning Commission meeting. |
| 02/09/21 | The Planning Commission unanimously voted to recommend DENIAL on a Land Use Entitlement project request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED 207 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE-FAMILY DWELLING on 0.06 acres at 10361 Adrianna Avenue (APN 137-12-513-041), PD (Planned Development) Zone, Ward 4 (Anthony). |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 07/31/08 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** |
|---|
| There are no related building permits/business licenses of note. |

| ***Pre-Application Meeting*** | |
|---|---|
| 11/03/20 | Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Variance. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting was not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 12/03/20 | Staff conducted a routine field check and found an existing single family dwelling. No issues were noted. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 0.06 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.12*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Single Family, Detached | PCD (Planned Community Development) | PD (Planned Development) |
| North | Single Family, Detached | PCD (Planned Community Development) | PD (Planned Development) |
| South | Public or Private School, Primary | PCD (Planned Community Development) | PD (Planned Development) |
| East | Single Family, Detached | PCD (Planned Community Development) | PD (Planned Development) |
| West | Single Family, Detached | PCD (Planned Community Development) | PD (Planned Development) |

| ***Master and Neighborhood Plan Areas*** | ***Compliance*** |
|---|---|
| Lone Mountain Master Plan Area | Y |
| ***Special Area and Overlay Districts*** | ***Compliance*** |
| No Applicable Special Area or Overlay Districts | N/A |
| ***Other Plans or Special Requirements*** | ***Compliance*** |
| Trails | N/A |
| Las Vegas Redevelopment Plan Area | N/A |
| Interlocal Agreement | N/A |
| Project of Significant Impact (Development Impact Notification Assessment) | N/A |
| Project of Regional Significance | N/A |

**DEVELOPMENT STANDARDS**

***Pursuant to Site Development Plan Review (SDR-1912), the following standards apply:***

| ***Standard*** | ***Required/Allowed*** | ***Provided*** | ***Compliance*** |
|---|---|---|---|
| Min. Setbacks | | | |
| • Side | 5 Feet | 3 Feet | N* |
| • Rear | 5 Feet | 9 Feet | Y |

*The applicant has requested to subject Variance to allow a reduced side yard setback area.

# DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

| Department Use | |
|---|---|
| Case # | |
| Meeting Date | |
| Total Fee | |
| Received By/Date | |

**Case Type** (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) VARIANCE

**Project Address** (Location) 10361 ADRIANNA AVE

**Project Name** Delmedico, MARK **Proposed Use** SUNROOM

**Assessor's Parcel #(s)** 137-12-513-041 **Ward #** _____

**General Plan:** Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

**Additional Information** Install a 9' x 23' SUNROOM

**Property Owner** MARK Delmedico Contac _____

Address 10361 ADRIANNA Ave City Las Vegas State NV Zip 89129

E-mail _____ Phone (818) 371-7147

**Applicant** Distinct Patios Contact Matthew Lane

Address 3310 S. Valley View Blvd City Las Vegas State NV Zip 89102

E-mail _____ Phone (702) 254-6179

**Representative** Matthew Lane Contact _____

Address 3310 S. Valley View Blvd City Las Vegas State NV Zip 89102

E-mail _____ Phone (702) 254-6179

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

**If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.**

**City Official** _____ **Partner(s)** _____

**Partner(s)** _____

• I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

• Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

**Property Owner Signature** _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

**Print Name** MARK DEL MEDICO

Subscribed and sworn before me

This 14 day of November, 20 20

_____

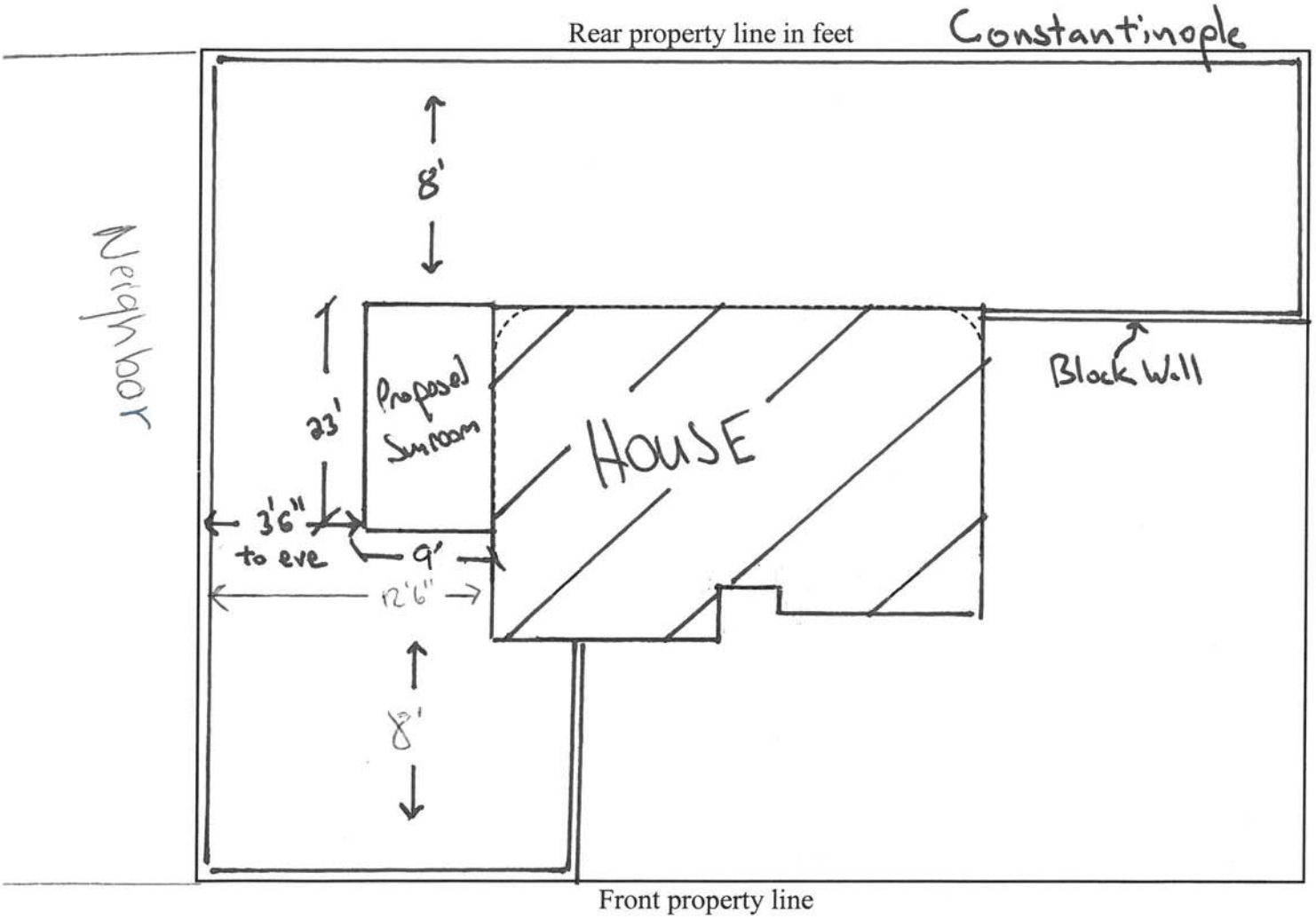
Notary Public in and for said County and State

JANIS MORALES
NOTARY PUBLIC • STATE OF NEVADA
Appointment Recorded in Clark County
No: 19-1962-1
Expires March 1, 2023

20-0306
11/18/2020

Proficient Patios & BACKYARD DESIGNS

# Site Plan




Name: Mr. & Mrs. Del Medico
Address: 10361 Adrianna Ave.

Description: 9' x 23' Sunroom

20-0306
01/13/2021

3310 S. Valley View Blvd. Las Vegas, NV 89102 (702) 254-6179 Fax (702) 255-7084 Lic **#65168 #76122, #75851,#75850, #76157**

## FRONT ELEVATION of Side house



## SIDE ELEVATION



## SIDE ELEVATION



| | |
|---|---|
| Owner: DELMEDICO, MARK State: NV | I have reviewed and I give my approval to proceed with the construction of this project. |
| Address: 10361 ADRIANNA AVE. Zip: 89129 | |
| City: LAS VEGAS | |
| Phone: (818) 371-7147 | x |
| Designer: JESUS M. Date: 10/22/2020 | Customer Signature Date |

Proficient Patios & BACKYARD DESIGNS

20-0306
01/13/2021




**20-0306-VAR1 - APPLICANT/OWNER: MARK DELMEDICO**
**10361 ADRIANNA AVENUE**

12/03/2020

Proficient Patios & BACKYARD DESIGNS

# Justification Letter

To whom it may concern:

We are applying for a variance for a reduction of a side setback for a sunroom were the minimum is 5' setback from the edge of the structure and are requesting 3'6", reason for this request is due to the fact that we have a very narrow yard with only 12' from the side wall, even with a 3'6" setback the size of our new purpose sunroom is 9' in projection if we would to obey by 5' setback we would have a 7'projection room where no furniture would fit, there is no other patio cover build in yard were we can enclose and meet the requirements.

Sincerely

Jessica Lane

20-0306
01/13/2021

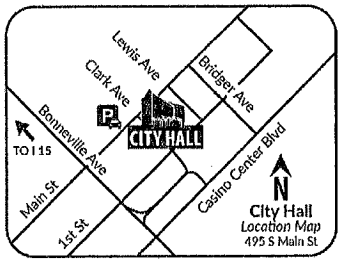
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Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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**20-0306-VAR1**
City Council Meeting of **03/17/2021**

20-0306-VAR1
13712613031
BAYONA ERIBERTO S & MARIA BELLE
144 W 19TH ST
LOMBARD IL 60148-4971

132 LREOFNP1 60148

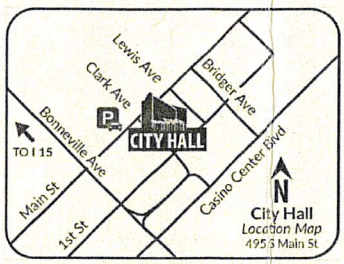
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Susan Keane

3/6/21

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**20-0306-VAR1**
City Council Meeting of **03/17/2021**

20-0306-VAR1
13712613015
KEANE WILLIAM PATRICK III & SUSAN RAIFORD TRUST
KEANE SUSAN RAIFORD TRS
2250 WESTRIDGE RD
LOS ANGELES CA 90049-1831

48 LRDFNP1 90049

Submitted after final agenda
Date 3/10/21 Item 45

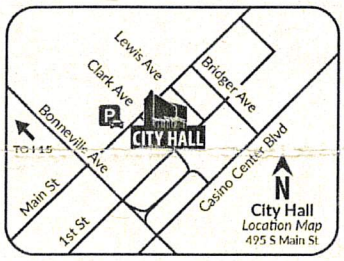
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2021 MAR 15 P 12:01

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☒ I OPPOSE this Request

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**20-0306-VAR1**

City Council Meeting of **03/17/2021**

20-0306-VAR1
13712513079
TANCREDI CYNTHIA M
10346 ADRIANNA AVE
LAS VEGAS NV 89129-6436

125 LADFNP1 89129

March 31, 2020

I Brook Walters am the owner of the adjacent property of the Mr. Del Medico and I live at 10349 Adrianna Ave. I have no problem at all with the sunroom being built on his property and I am aware that it will be 3'6" away from my side property line. I am actually delighted it will make the community better and raise value of his home. Take this as my approval for him building this sunroom.

If you need to reach me you can at 702-480-9399.

4/7/21

Mr. Brook Walters ( neighbor of Mr.Delmedico) DATE

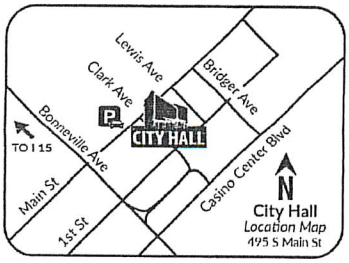
Submitted at City Council
Date 4/7/21 Item 61
By: Matthew Lane

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Department of Planning
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**20-0306-VAR1**

Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712510284
CONNAL JANICE & RONALD
309 MARGUERITE AVE
CORONA DEL MAR CA 92625-3063

108 JRDFNP1 92625

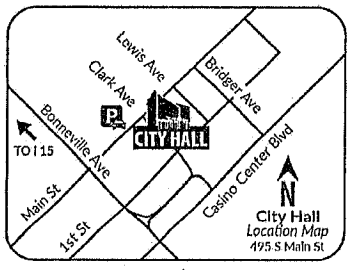
Submitted after final agenda

25P

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**20-0306-VAR1**

Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712514019
DIMATTEL NICHOLAS & TAREN
3930 LEGEND HILLS ST # 103
LAS VEGAS NV 89129

125 JRDFNP1 89129

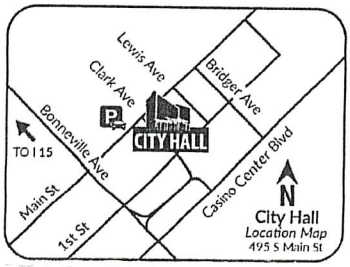
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**20-0306-VAR1**

Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712513053
RAY KENDALL A
113 GOLDENROD
IRVINE CA 92614

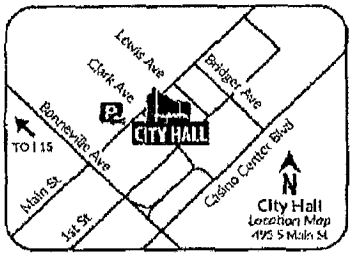
108 JRDFNP1 92614

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20-0306-VAR1
13712513034
BERGER SUZANNE
10378 ADRIANNA AVE
LAS VEGAS NV 89129-6437

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**20-0306-VAR1**

Planning Commission Meeting of **01/12/2021**

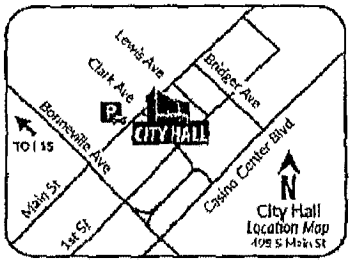
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Jan 06 21 08:04a L & M Robbins 702-2562335 p.1

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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**20-0306-VAR1**
Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712512058
ROBBINS L & M PROPERTIES L L C
8728 CARLITAS JOY CT
LAS VEGAS NV 89117

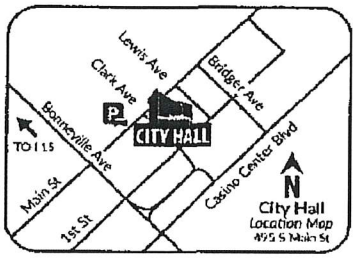
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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**20-0306-VAR1**
Planning Commission Meeting of **02/09/2021**

20-0306-VAR1
13712513034
BERGER SUZANNE
10378 ADRIANNA AVE
LAS VEGAS NV 89129-6437

125 LRDPNP1 89129

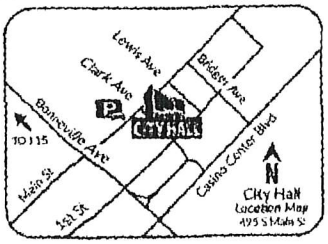
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Las Vegas, NV
Permit No. 1630

**Return Service Requested**
**Official Notice of Public Hearing**




RECEIVED
FEB 08 2021
Dept of Planning
City of Las Vegas

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**20-0306-VAR1**
Planning Commission Meeting of **02/09/2021**

20-0306-VAR1
13712512076
RENNIE SHARON L
2804 STERLING COVE DR
LAS VEGAS NV 89128-7729

SHARON L RENNIE

02/07/2021 01:01PM 7022566191

Submitted after final agenda

19p

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**62**

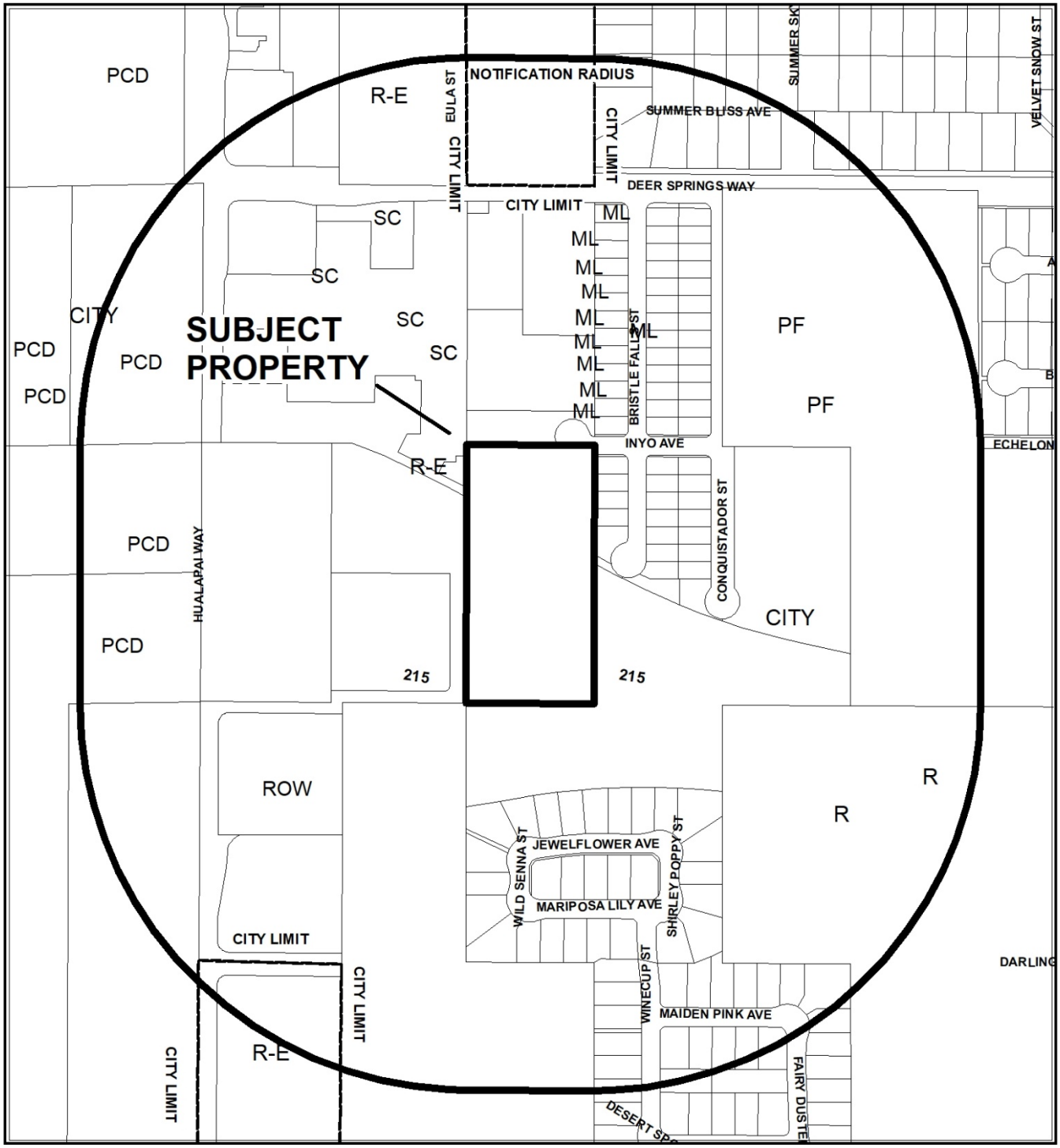
**DEPARTMENT: Planning** **DISCUSSION**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
20-0102 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS - For possible action on the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). The Planning Commission (7-0 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| Planning Commission Mtg. | 5 | Planning Commission Mtg. | 0 |
| City Council Meeting | 0 | City Council Meeting | 0 |

**RECOMMENDATION:**
The Planning Commission (7-0 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps for 20-0102-GPA1
2. Land Use Map for 20-0102-GPA1
3. Location and Aerial Maps for 20-0102-ZON1
4. Land Use Map for 20-0102-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Backup Submitted for the November 18, 2020 City Council Meeting
10. Backup Submitted for the December 16, 2020 City Council Meeting
11. Backup Submitted for the January 6, 2021 City Council Meeting
12. Submitted after Final Agenda - Abeyance Request Letter Submitted by Bob Gronauer
13. Backup Submitted for the October 13, 2020 Planning Commission Meeting

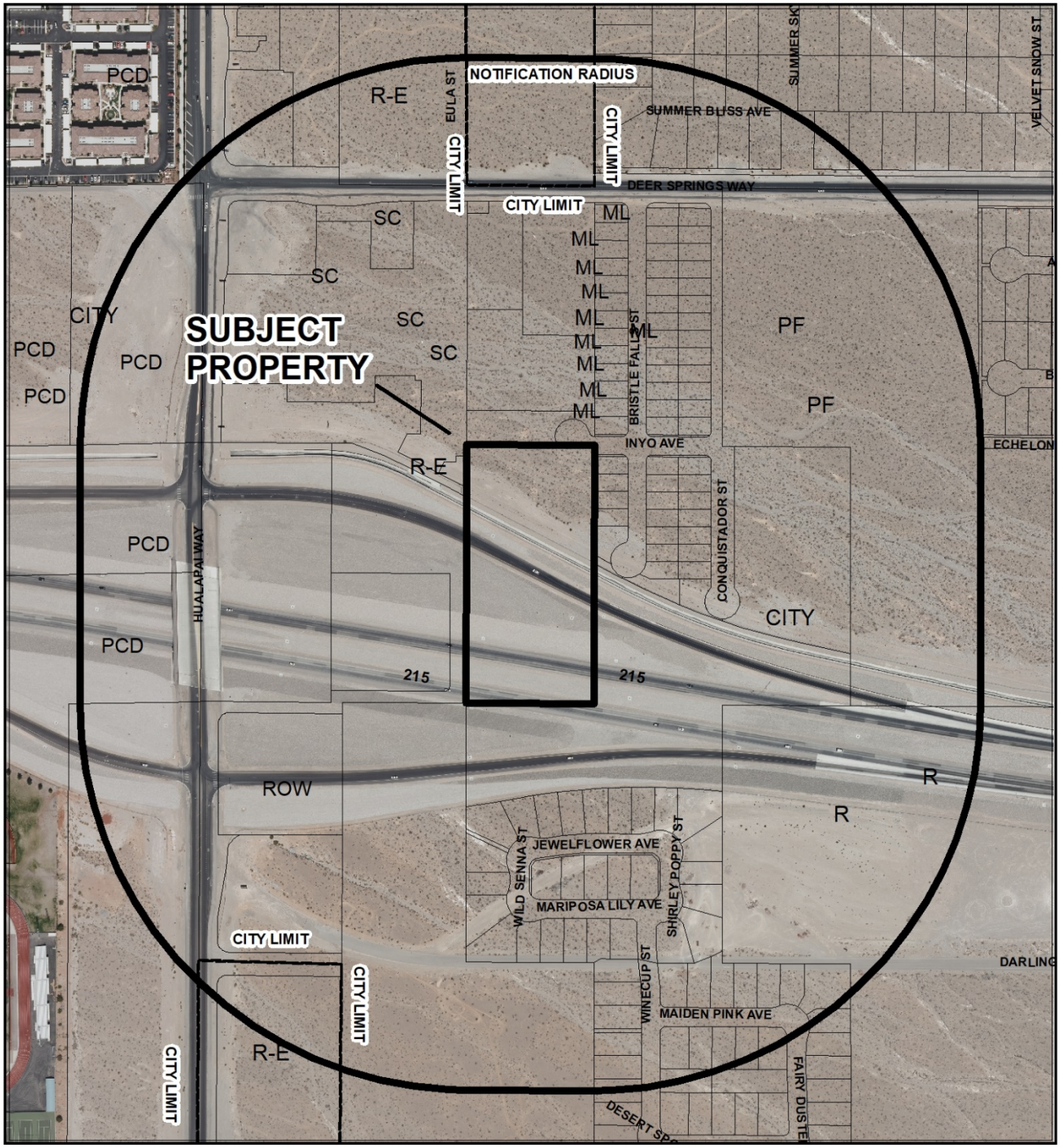



**CASE:** **20-0102-GPA1**

**RADIUS:** 1000 FEET

**GENERAL PLAN OF SUBJECT PROPERTY:** DR (DESERT RURAL DENSITY RESIDENTIAL)

**PROPOSED GENERAL PLAN OF SUBJECT PROPERTY:** M (MEDIUM DENSITY RESIDENTIAL)




0 295 590 Feet

**CASE:** **20-0102-GPA1**

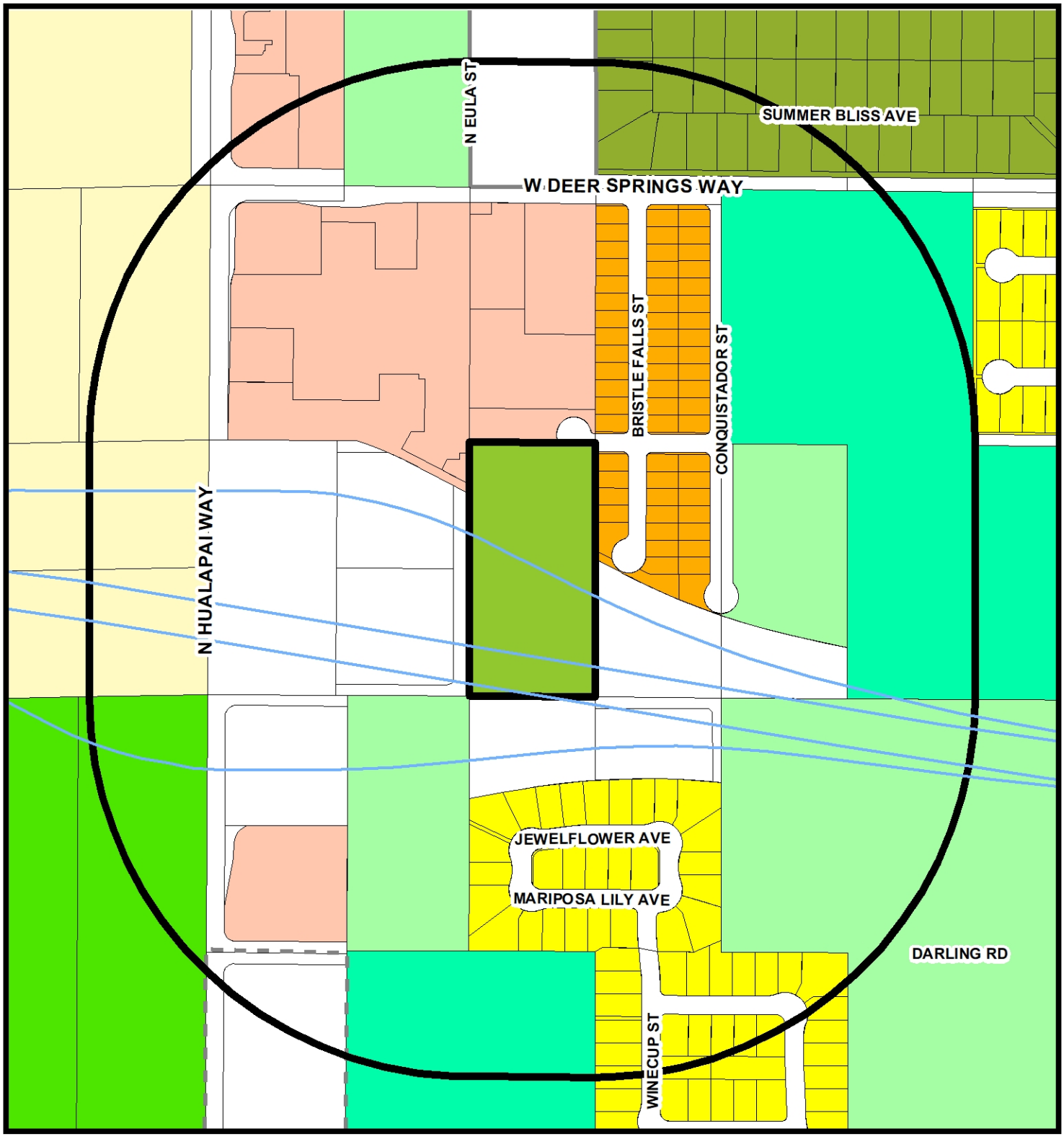
**RADIUS:** 1000 FEET

**GENERAL PLAN OF SUBJECT PROPERTY:** DR (DESERT RURAL DENSITY RESIDENTIAL)

**PROPOSED GENERAL PLAN OF SUBJECT PROPERTY:** M (MEDIUM DENSITY RESIDENTIAL)

N

# 20-0102-GPA1




## General Plan Amendment

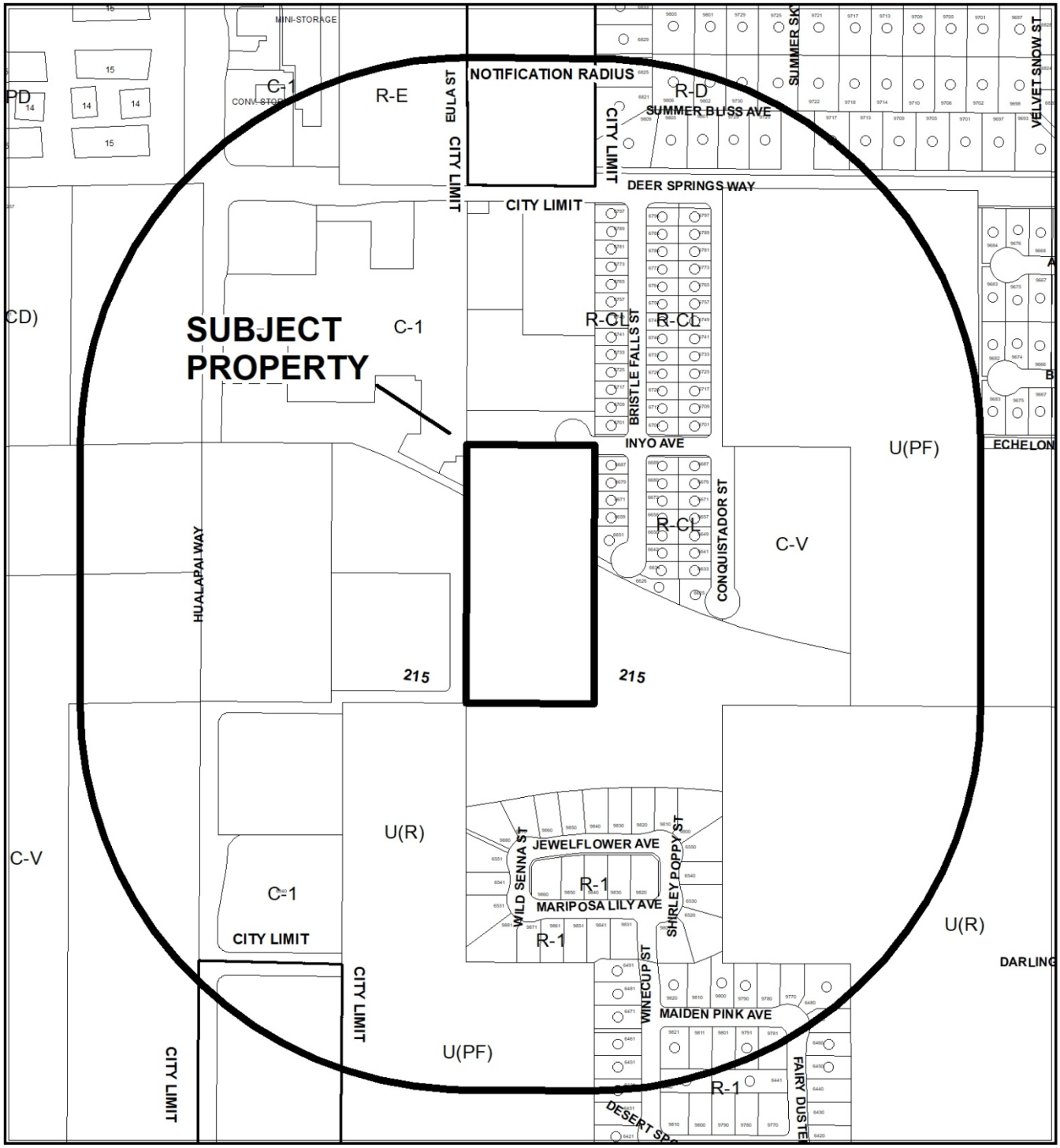
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

**FROM DR TO M**

- Subject Property
- 1000ft Buffer
- City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 1, 2020




0 295 590 Feet

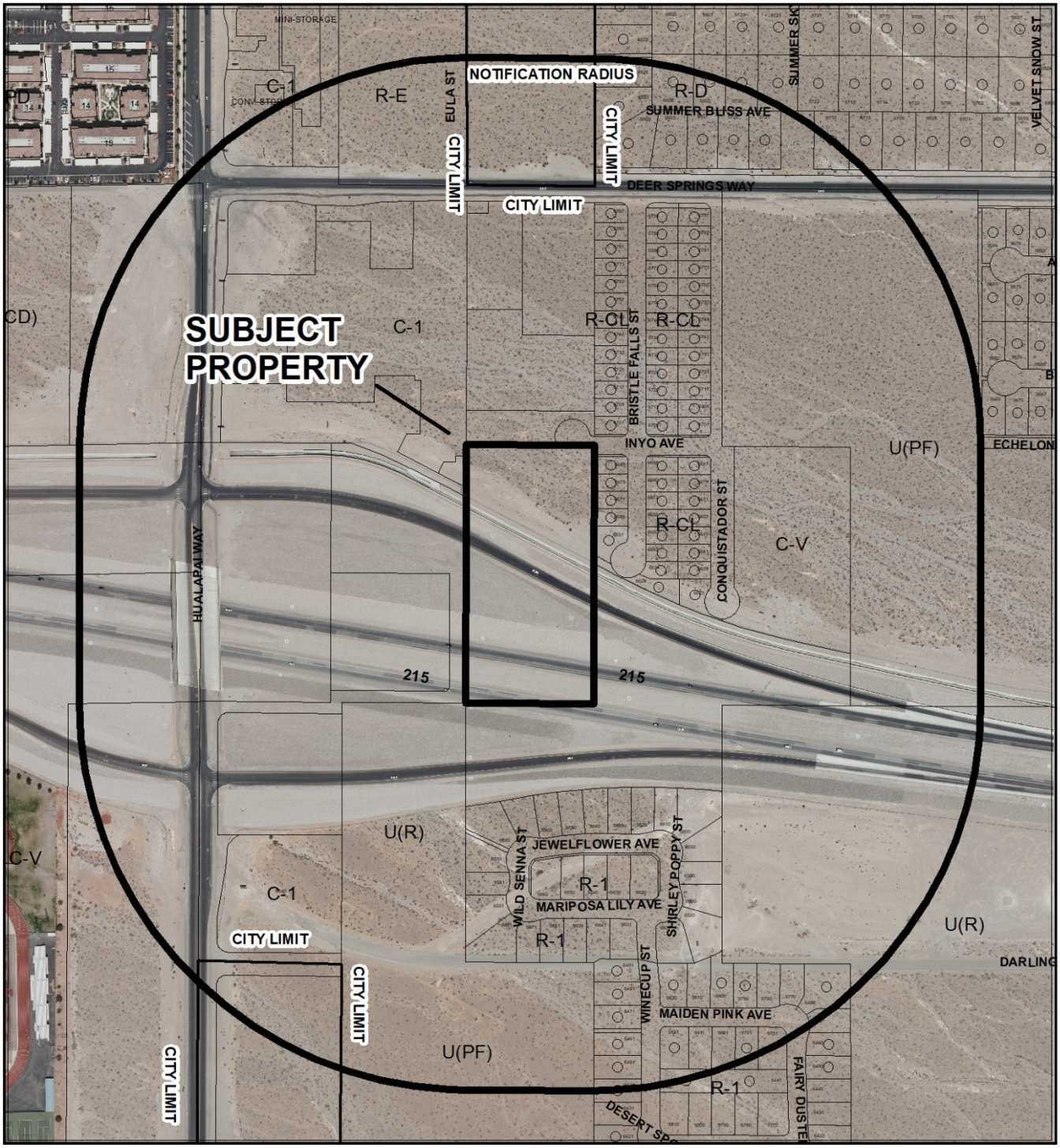
**CASE:** 20-0102-ZON1

**RADIUS:** 1000 FEET

**ZONING OF SUBJECT PROPERTY:** R-E (RESIDENCE ESTATES)

**PROPOSED ZONING OF SUBJECT PROPERTY:** R-3 (MEDIUM DENSITY RESIDENTIAL)

N




**CASE:** **20-0102-ZON1**

0 295 590 Feet

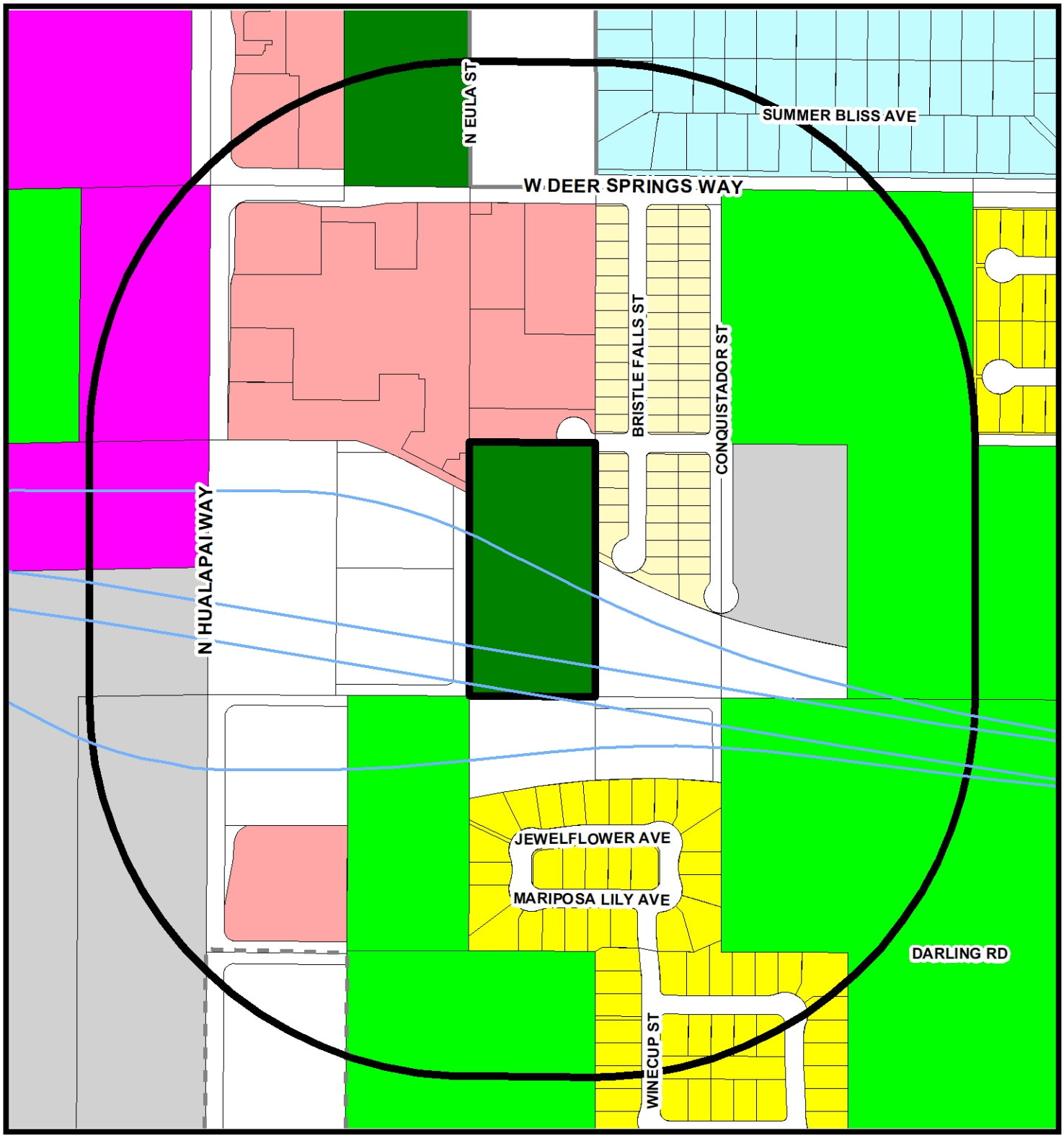
**RADIUS:** 1000 FEET

**ZONING OF SUBJECT PROPERTY:** R-E (RESIDENCE ESTATES)

**PROPOSED ZONING OF SUBJECT PROPERTY:** R-3 (MEDIUM DENSITY RESIDENTIAL)

N

# 20-0102-ZON1




## Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

# FROM R-E TO R-3

Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
**Geographic Information System**
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 1, 2020

City of Las Vegas

## *AGENDA MEMO - PLANNING*

**CITY COUNCIL MEETING DATE: APRIL 7, 2021**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **20-0102-GPA1** | Staff recommends APPROVAL. | |
| **20-0102-ZON1** | Staff recommends APPROVAL. | 20-0102-GPA1 |

## ** NOTIFICATION **

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 34

**NOTICES MAILED** 160 (By City Clerk)

**PROTESTS** 5

**APPROVALS** 0



JB

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This is a request for a General Plan Amendment from DR (Desert Rural Density Residential) to M (Medium Density Residential); and a request to Rezone from R-E (Residence Estates) to R-3 (Medium Density Residential) on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street.

## ISSUES

- A Site Development Plan Review has not been submitted for this site that would exhibit more specific development characteristics.

## ANALYSIS

The site is located in the Centennial Hills Sector within an area that is located adjacent to the 215 Clark County Highway and is surrounded by commercial and single-family residential land uses. The neighboring lots to the north and west are zoned C-1 (Limited Commercial) and lots to the east adjacent to Bristle Falls Street are zoned R-CL (Single Family Compact-Lot).

The subject site consists of one 5.00 acre parcel zoned R-E (Residence Estates) with a DR (Desert Rural Density Residential) General Plan land use designation. The R-E (Residence Estates) zoning district is intended to provide for low density residential units located on large lots and conveying a rural environment.

The R-E (Residence Estates) district is consistent with the DR (Desert Rural Density Residential) category of the General Plan. The predominant lifestyle feature of these residential areas is single-family homes on large lots, many including equestrian facilities. This is a generally rural environment that permits greater privacy and some noncommercial raising of domestic animals. This category allows up to 2.49 units per acre. The DR (Desert Rural Density Residential) General Plan land use designation allows the U (Undeveloped) and R-E (Residence Estates) zoning districts.

The applicant has submitted a request for a General Plan Amendment (20-0102-GPA1) from DR (Desert Rural Density Residential) to M (Medium Density Residential). The M (Medium Density Residential) General Plan land use designation allows the R-TH (Single Family Attached), R-2 (Medium-Low Density Residential) and R-3 (Medium Density Residential) zoning districts. The M (Medium Density Residential) General Plan land use designation is intended to allow for the development of multi-family units such as duplexes, townhouses, and low-density apartments. This category allows 25.49 or more units per acre. Staff has determined that the more dense allowable residential land uses are consistent with the adjacent SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan land uses surrounding the subject site.

In addition, the applicant has requested an associated Rezoning (20-0102-ZON1) from R-E (Residence Estates) to R-3 (Medium Density Residential). The R-3 (High Density Residential) is intended to allow for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Medium Density Residential) zoning district is consistent with the proposed M (Medium Density Residential) category of the General Plan.

Staff has determined the proposed M (Medium Density Residential) General Plan designation and R-3 (Medium Density Residential) zoning district are compatible and harmonious with the existing C-1 (Limited Commercial) and R-CL (Single Family Compact-Lot) developments in the area; therefore, staff recommends approval of these applications.

**FINDINGS (20-0102-GPA1)**

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed M (Medium Density Residential) General Plan designation will allow for the development of multi-family units such as duplexes, townhouses, and low-density apartments, which is consistent with the adjacent SC (Service Commercial) and ML (Medium-Low Density Residential) general plan land uses surrounding the subject site.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The M (Medium Density Residential) General Plan land use designation allows the R-TH (Single Family Attached), R-2 (Medium-Low Density Residential) and R-3 (Medium Density Residential) zoning districts. The applicant has proposed a Rezoning (20-0102-ZON1) from R-E (Residence Estates) to R-3 (Medium Density Residential) on the subject site, which is consistent with the proposed M (Medium Density Residential) General Plan designation.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject site is directly adjacent to Inyo Avenue, which is designated as a Local Street as designated by Title 13; and provides access to transportation and recreational facilities to accommodate the subject site.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   All applicable plans and policies are met with the proposed amendment.

**FINDINGS (20-0102-ZON1)**

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed Rezoning from R-E (Residence Estates) to R-3 (Medium Density Residential) would be in conformance with the proposed M (Medium Density Residential) General Plan Designation under the Centennial Hills Sector Plan of the General Plan

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   Staff has determined that the proposed R-3 (Medium Density Residential) zoning district is consistent with the proposed M (Medium Density Residential) General Plan land use designation, the allowable Medium Density Residential land uses are compatible with the existing C-1 (Limited Commercial) and R-CL (Single Family Compact-Lot) zoning districts which surrounds the site.

**3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

Development of the adjacent C-1 (Limited Commercial) and R-CL (Single Family Compact-Lot) zoning districts which surrounds the site warrant the proposed R-3 (Medium Density Residential) zoning district on the subject site.

**4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

The site is accessed by Inyo Avenue, a 47-foot Local Street as designated by the Title 13, which will provide adequate capacity to serve the subject site.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by Planning, Fire, Bldg., etc.*** | |
|---|---|
| 05/03/17 | The City Council approved a request for a Petition of Annexation (ANX-67648) to annex 5.00 acres on the south side of Inyo Avenue, approximately 110 feet west of Bristle Falls Street. |
| 10/13/20 | The Planning Commission unanimously voted to recommend ***DENIAL*** of the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore).<br><br>**20-0102-GPA1** - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL).<br><br>**20-0102-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). |
| 11/18/20 | The City Council voted to accept the applicant's request to HOLD IN ABEYANCE to the December 16, 2020 City Council meeting the following the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore).<br><br>**20-0102-GPA1** - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL).<br><br>**20-0102-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). |

| ***Related Relevant City Actions by Planning, Fire, Bldg., etc.*** | |
|---|---|
| 12/16/20 | The City Council voted to accept the applicant's request to HOLD IN ABEYANCE to the January 6, 2021 City Council meeting the following the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore).<br><br>**20-0102-GPA1** - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL).<br><br>**20-0102-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). |
| 01/06/21 | The City Council voted to accept the applicant's request to HOLD IN ABEYANCE to the April 7, 2021 City Council meeting the following the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore).<br><br>**20-0102-GPA1** - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL).<br><br>**20-0102-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 06/17/20 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** |
|---|
| There are no Building Permits or Business Licenses associated with the subject site. |

| ***Pre-Application Meeting*** | |
|---|---|
| 02/18/20 | A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a General Plan Amendment and Rezoning on the subject site. |

| ***Neighborhood Meeting*** | |
|---|---|
| 09/24/20 | A neighborhood meeting was held at City Hall at 495 North Main Street, at 5:30pm to discuss the proposed General Plan Amendment and Rezoning at the subject site, Assessor's Parcel 125-19-301-012.<br><br>The meeting was attended by one staff member. There were two (2) members of the public in attendance and the following concerns were raised:<br>• Where will access to the site come from?<br>  ○ The applicant indicated the site will be accessed from Bristle Falls Street and Conquistador Street.<br>• Additional residential units on the subject site will create traffic issues on Bristle Falls Street and Conquistador Street, which are narrow residential streets.<br>  ○ The applicant indicated they intend on developing a residential development that will be built at grade and match the surrounding development. |

| ***Field Check*** | |
|---|---|
| 03/05/20 | Staff conducted a routine site visit and found the subject site to be an undeveloped parcel of land with desert vegetation throughout the site. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Gross Acres | 5.00 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.12*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Undeveloped | DR (Desert Rural Density Residential) | R-E (Residence Estates) |
| North | Shopping Center | SC (Service Commercial) | C-1 (Limited Commercial) |
| South | 215 Freeway | ROW (Right-of-Way) | ROW (Right-of-Way) |
| East | Single Family Detached Dwellings | ML (Medium-Low Density Residential) | R-CL (Single Family Compact-Lot) |
| West | Shopping Center | SC (Service Commercial) | C-1 (Limited Commercial) |

| ***Master and Neighborhood Plan Areas*** | ***Compliance*** |
|---|---|
| No Applicable Master Plan Area | N/A |
| ***Special Area and Overlay Districts*** | ***Compliance*** |
| No Applicable Special Area or Overlay Districts | N/A |
| ***Other Plans or Special Requirements*** | ***Compliance*** |
| Trails – Multi Use Non Equestrian | N/A |
| Las Vegas Redevelopment Plan Area | N/A |
| Interlocal Agreement | N/A |
| Project of Significant Impact (Development Impact Notification Assessment) | N/A |
| Project of Regional Significance | N/A |

## DEVELOPMENT STANDARDS

***Pursuant to Title 19.06.110, the following standards apply:***

| ***Standard*** | ***Required/Allowed*** |
|---|---|
| Min. Lot Size | 6,500 SF |
| Min. Lot Width | N/A |
| Min. Setbacks<br>• Front<br>• Side<br>• Corner<br>• Rear | <br>10 Feet<br>5 Feet<br>5 Feet<br>20 Feet |
| Minimum Distance Between Buildings | 10 Feet |
| Max. Lot Coverage | 13-50[1] |
| Max. Building Height | N/A |

The maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation.

| ***Existing Zoning*** | ***Permitted Density*** | ***Units Allowed*** |
|---|---|---|
| R-E (Residence Estates) | N/A | 12 |
| ***Proposed Zoning*** | ***Permitted Density*** | ***Units Allowed*** |
| R-3 (Medium Density Residential) | 13-50 | Determined by Underlying General Plan Designation |
| ***Existing General Plan*** | ***Permitted Density*** | ***Units Allowed*** |
| DR (Desert Rural Density) | 2.49 | 12 |
| ***Proposed General Plan*** | ***Permitted Density*** | ***Units Allowed*** |
| M (Medium Density Residential) | 25.49 | 127 |



JB

| ***Street Name*** | ***Functional Classification of Street(s)*** | ***Governing Document*** | ***Actual Street Width (Feet)*** | ***Compliance with Street Section*** |
|---|---|---|---|---|
| Inyo Avenue | Local Street | Title 13 | 47 | Y |

# DEPARTMENT OF PLANNING

**Application / Petition Form & Statement of Financial Interest**

| Department Use | |
|---|---|
| Case # | |
| Meeting Date | |
| Total Fee | |
| Received By/Date | |

**Case Type** (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

**Project Address** (Location) Southside of Inyo Avenue, 90 feet west of Bristle Falls St

**Project Name** Exit 215 LLC **Proposed Use** Multi Family

**Assessor's Parcel #(s)** 125-19-301-012 **Ward #** 6

**General Plan:** Existing DR Proposed M **Zoning:** Existing R-E Proposed R-3

**Additional Information** _____

**Property Owner** Philip H Davis Contact _____

Address 10450 W Cheyenne Ave #130 City Las Vegas State NV Zip 89129

E-mail phil@phdpropertiesinc.com Phone 702-873-1167

**Applicant** M Square Commercial Contact Brittany Megrath

Address 10450 W Cheyenne Ave #130 City Las Vegas State NV Zip 89129

E-mail bmegrath@msquarecommercial.com Phone 702-858-7792

**Representative** M Square Commercial Contact Brittany Megrath

Address 10450 W Cheyenne Ave #130 City Las Vegas State NV Zip 89129

E-mail bmegrath@msquarecommercial.com Phone 702-858-7792

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

**If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.**

**City Official** _____ **Partner(s)** _____

**Partner(s)** _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

**Property Owner Signature** _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

**Print Name** _____

State of Nevada County of Clark.

Subscribed and sworn before me by Philip H Davis

This 23rd day of July, 2020

_____

Notary Public in and for said County and State

20-0102
07/07/2020

DONNA ROCK
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 11-5638-1
MY APPT. EXPIRES SEPTEMBER 15, 2023



**20-0102-GPA1 AND 20-0102-ZON1 - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS**
**SOUTH SIDE OF INYO AVENUE, WEST OF BRISTLE FALLS STREET**

09/03/2020




**20-0102-GPA1 AND 20-0102-ZON1 - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS**
**SOUTH SIDE OF INYO AVENUE, WEST OF BRISTLE FALLS STREET**

09/03/2020

COMMERCIAL

July 15, 2020

Jonathan Boyles, Senior Planner
Department of Planning, City of Las Vegas
333 North Rancho Drive
Las Vegas, NV 89109

**Re: APN: 125-19-301-012 – Justification Letter**

Dear Mr. Boyles,

On behalf of Philip H Davis and Exit 215 LLC, we are respectfully submitting an area description for a General Plan Amendment and Zone change for the 1.68-acre parcel located at the southside of Inyo Ave, 90 feet west of Bristle Falls St.

**Area Description:**
The parcel consists of 1.68-acres currently planned DR – Desert Rural Density Residential, and zoned R-E - Residence Estates. Parcel is located at the southside of Inyo Ave, 90 feet west of Bristle Falls St. We are submitting for a General Plan Amendment to M – Medium and Zone change to R-3 Residential Medium Density (18 units per gross acre).

The parcel is bound by properties with planned land use and zoning as follows:

- North: SC Service Commercial, C-1 Limited Commercial
- East: ML Medium-Low Density Residential; R-CL Single Family Compact-Lot
- West: SC Service Commercial, C-1 Limited Commercial
- South: Interstate 215 off ramp at N Hualapai Way, ROW (Right of Way)

The parcel will have access from the residential community to the east off Inyo Ave.

We appreciate your time and consideration of our parcel undergoing this review and amendment. Please reach out with any feedback, questions and or concerns to Brittany Megrath at (702) 858-7792 or via email at bmegrath@msquarecommercial.com.

Respectfully,

Brittany Megrath
Todd Megrath
Philip Davis

20-0102
07/27/2020

KAEMPFER CROWELL

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

RECEIVED
CITY CLERK

2020 NOV 16 P 3:36

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 16, 2020

***VIA FACSIMILE***
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

***Re: Request for Hold – Brittany Megrath***
***(20-0102-GPA1 & ZON1) Item No. 55(a & b)***

Dear Ms. Holmes:

This office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on November 18, 2020 and we respectfully request that they be held for 30 days until the **December 16, 2020** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
Items 55-55b

2681072.1

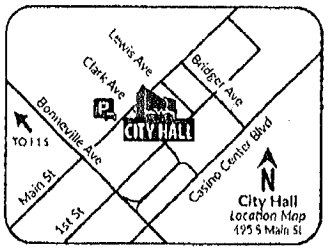
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 NOV -9 A 7:08

**Return Service Requested**
**Official Notice of Public Hearing**




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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**20-0102 and 20-0102-GPA1 and 20-0102-ZON1**

City Council Meeting of **11/18/2020**

20-0102
12519311030
BUTLER KENNETH SCOTT & CATHY JOI
6733 CONQUISTADOR ST
LAS VEGAS NV 89149

39 HRDFNP1 89149

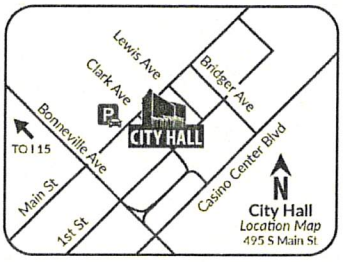
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 NOV 17 P 12:13

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**20-0102 and 20-0102-GPA1 and 20-0102-ZON1**
City Council Meeting of **11/18/2020**

20-0102
12519311009
O'BRIEN SHAUNA
6651 BRISTLE FALLS ST
LAS VEGAS NV 89149

Medium density would create our little neighborhood street into a major thoroughfare for this development. Please protect us! Planning Comm. recommends Denial! not a fit for OUR neighborhood!

39 HRDFNP1 89149

## Application Information

20-0102 - PUBLIC HEARING - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS - For possible action on the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL on the Land Use Entitlement project.

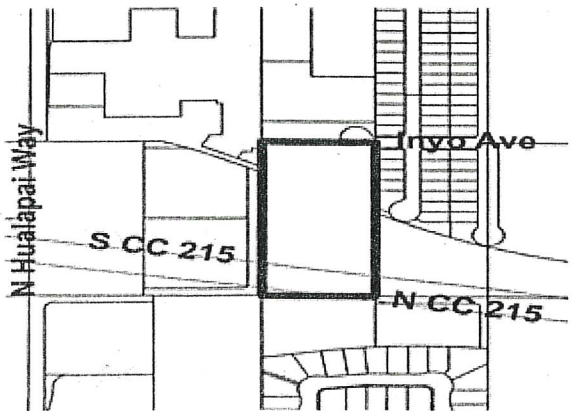
20-0102-GPA1 - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

20-0102-ZON1 - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL. Brittany Megrath

We hope you abide by Planning Commission for denial

Shauna O'Brien

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | City Council |
| **Date:** | 11/18/2020 |
| **Location:** | City Council Chambers<br>495 South Main St, 2nd Fl.<br>Las Vegas, Nevada |
| **Time:** | 9:00 a.m. |

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**



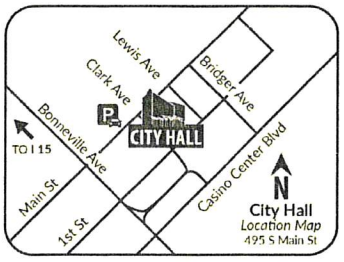
Submitted after final agenda posting
Item 55-56

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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**Official Notice of Public Hearing**




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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
**20-0102 and 20-0102-GPA1 and 20-0102-ZON1**
City Council Meeting of **11/18/2020**

20-0102
12519411019
MATZ RONALD & SANDRA TRUST
MATZ RONALD W & SANDRA TRS
2078 CECIL RICHARDSON
FLAGSTAFF AZ 86005

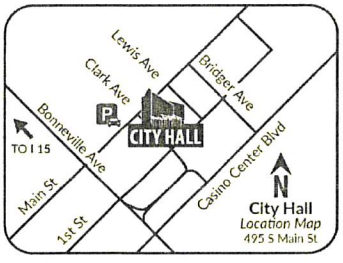
24 HRDFNP1 86005

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
**20-0102 and 20-0102-GPA1 and 20-0102-ZON1**
City Council Meeting of **11/18/2020**

20-0102
12519410016
KUEWA STEPHANIE & JUSTIN
9820 MAIDEN PINK AVE
LAS VEGAS NV 89149

Submitted after final agenda
Items 55-55b



39 HRDFNP1 89149

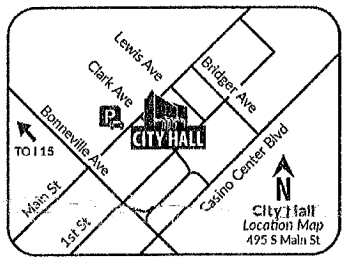
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

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2020 NOV 16 P 12:04

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
**20-0102 and 20-0102-GPA1 and 20-0102-ZON1**
City Council Meeting of **11/18/2020**

20-0102
12519210003
BELLA ROSE TRUST
MCELWAIN DAVID W & JANET L TRS
9801 SUMMER BLISS AVE
LAS VEGAS NV 89148

39 HRDFMP1 89149

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE
ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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2020 DEC 15 A 11:05

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

December 15, 2020

***VIA FACSIMILE***
702-382-4803

Ms. LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Mail Street
Las Vegas, NV 89101

***Re: Request for 2 Week Hold***
***Brittany Megrath***
***(20-0102-GPA1 & ZON1) Item No. 79(a & b)***

Dear Ms. Holmes:

This office represents the applicant in the above-referenced matters. We respectfully request that these applications be continued from their presently scheduled hearing date of December 16, 2020 until the Las Vegas City Council hearing of **January 6, 2021** so that we can hold a neighborhood meeting.

Thank you again for your kind consideration and please contact our office if you have any questions.

Sincerely,

**KAEMPFER CROWELL**

BOB Gronauer

Robert J. Gronauer

RJG/adb

2707834_1.docx

Submitted after final agenda
19670.1
Date 12/15/20 Item 79a-79b

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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2021 JAN -5 A 11:22

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 5, 2021

***VIA FACSIMILE***
702-382-4803

Ms. LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Mail Street
Las Vegas, NV 89101

***Re: Request for 90 Day Hold***
***Brittany Megrath***
***(20-0102-GPA1 & ZON1) Item No. 38(a & b)***

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. We respectfully request that these applications be continued from their presently scheduled hearing date of January 6, 2021 until the Las Vegas City Council hearing of **April 7, 2021** so that we can submit a site development plan review application.

Thank you again for your kind consideration and please contact our office if you have any questions.

Sincerely,

**KAEMPFER CROWELL**

BOB Gronauer

Robert J. Gronauer

RJG/mlt

cc: Peter Lowenstein (via email)
Chance Bonaventura (via email)

Submitted after final agenda

Date 1/5/21 Item 38a-38b

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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2021 MAR 30 P 3:45

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 30, 2021

***VIA FACSIMILE***
702-382-4803

Ms. LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Mail Street
Las Vegas, NV 89101

***Re: Request for 45 Day Hold***
***Brittany Megrath***
***(20-0102-GPA1 & ZON1)***

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. We respectfully request that these applications be continued from their presently scheduled hearing date of April 7, 2021 until the Las Vegas City Council hearing of **May 19, 2021.** This will allow the site development plan review and the variance applications to be heard at the same City Council meeting.

Thank you again for your kind consideration and please contact our office if you have any questions.

Sincerely,

**KAEMPFER CROWELL**

BG Gronauer

Robert J. Gronauer

RJG/mlt

cc: Peter Lowenstein (via email)
Chance Bonaventura (via email)



2788665_1.docx

Submitted after final agenda
by Robert Gronauer
Date 3/30/2021 Item 62 & 626

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

#9

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 7, 2020 12:11 pm |
| Browser: | Safari 14.0 / OS X |
| IP Address: | 71.222.34.101 |
| Unique ID: | 674995281 |
| Location: | 36.144298553467, -115.27940368652 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Shauna OBrien |
| **Residential or Business Address** | 6651 Bristle Falls St<br>Las Vegas, NV 89149 |
| **Phone** | (702) 658-4010 |
| **Email** | SOBrienProductions@gmail.com |
| **Comments** | Medium density would bring a lot of traffic through our 2 little community streets. Medium denisty would allow for apartments or building 5 stories high This is not in line with the neighborhood 2 stories should be max No apartments. we bought into a development of Centennial Hills that has single story ranch homes across the street for $600K and our homes that are 2 story- and only 60 of them. Now our little streets will have to support a whole new community?<br>We feel as a community there will be a lot of danger in the amount of traffic through our minimally lit streets where our kids play and where we as homeowners we walk our dogs in the evening.<br>We don't oppose development we just oppose medium density.<br>We ask the commission and council to support this community is keeping our neighborhood safe of car and truck traffic<br>Thank You<br>-Shauna OBrien<br>Secretary Bristle Falls HOA BOARD MEMBER |

Submitted at Planning Commission



Date 10/13/2020 Item 9

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 7, 2020 2:00 pm |
| Browser: | Chrome 85.0.4183.121 / Windows |
| IP Address: | 72.203.55.118 |
| Unique ID: | 675045584 |
| Location: | 37.750999450684, -97.821998596191 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Alvin Jackson |
| **Residential or Business Address** | 6701 Bristle Falls St<br>Las Vegas, NV 89149 |
| **Phone** | (702) 201-7329 |
| **Email** | swingtempo@yahoo.com |
| **Comments** | We vehemently oppose the changes proposed to make this a medium density project! It's bad enough they are building on land our builder told us would not be developed, but then to attempt to push through another project is asinine. We'd have 70 to 100 additional cars on the streets, parking lot, and blocking our public mailboxes. This is too much development and would severely subtract from the value of my property (and that of all my neighbors), making any kind of resale impossible.<br><br>I would ask the builder to abandon this plan altogether. We would never agree to destroy our neighborhood! This would do just that...both financial for us and aesthetically for our neighborhood. |

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 7, 2020 8:41 pm |
| Browser: | Chrome 85.0.4183.121 / Windows |
| IP Address: | 174.72.143.190 |
| Unique ID: | 675153726 |
| Location: | 37.750999450684, -97.821998596191 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | willie Thompson |
| **Residential or Business Address** | 6796 bristle falls street<br>LAS VEGAS, NV 89149 |
| **Phone** | (702) 686-0145 |
| **Email** | williebthompsonjr@yahoo.com |
| **Comments** | This project should not be approved! My community can not support the increase of vehicle traffic. This will also, be a safety concern. |

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 7, 2020 8:49 pm |
| Browser: | Chrome 85.0.4183.121 / Windows |
| IP Address: | 72.203.57.78 |
| Unique ID: | 675155002 |
| Location: | 37.750999450684, -97.821998596191 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Jamila McMallow |
| **Residential or Business Address** | 6717<br>Bristle Falls St.<br>Las Vegas, NV 89149 |
| **Email** | claytonandjamila@cox.net |
| **Comments** | This project is going to increase the traffic through our community to unsafe levels. It's bad enough the current construction project going on behind our homes for the past year included bricks from the wall falling into our yard, trash/garbage as well, etc. (AIMS building services) So, enough is enough.<br><br>This project involves a small tract of land and it should not be allowed to be rezoned as it would seriously infringe upon the quiet enjoyment of our property and right to live in a community free of excessive traffic.<br><br>It is not okay for someone who does not live here to come in and build something that will negatively affect our community and lifestyle.<br><br>So, my husband and I are completely against and oppose this project. |

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 8, 2020 8:14 am |
| Browser: | Chrome 85.0.4183.121 / Windows |
| IP Address: | 71.38.98.248 |
| Unique ID: | 675363894 |
| Location: | 36.151100158691, -115.110496521 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Cynthia Townsend |
| **Residential or Business Address** | 6672 Bristle Falls Street<br>Las Vegas, NV 89149 |
| **Phone** | (702) 713-9373 |
| **Email** | ctownsend427@gmail.com |

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 8, 2020 10:25 am |
| Browser: | Chrome 85.0.4183.121 / Windows |
| IP Address: | 72.203.52.30 |
| Unique ID: | 675435821 |
| Location: | 37.750999450684, -97.821998596191 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Sharon Hendrickson |
| **Residential or Business Address** | 6671 Bristle Falls Street<br>Las Vegas, NV 89149 |
| **Email** | sharonrjacobs@gmail.com |
| **Comments** | The lot behind our house should stay residential compact lot. The lot is not big enough to have a high-rise back there. This is a small community and having that many cars going down our street would be horrible. There are a lot of kids living in this area and the high traffic could cause incidents and people parking down our street who don't live on Bristle Falls. |

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 8, 2020 11:35 am |
| Browser: | Chrome 85.0.4183.121 / Windows |
| IP Address: | 24.234.216.73 |
| Unique ID: | 675471031 |
| Location: | 36.144298553467, -115.18299865723 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Jamie Hendrickson |
| **Residential or Business Address** | 6671 BRISTLE FALLS STREET<br>LAS VEGAS, NV 89149 |
| **Phone** | (702) 348-5934 |
| **Email** | kenpostudent@gmail.com |
| **Comments** | I oppose the project for a few reasons:<br><br>1) When my wife and I purchased the home, we were expressly told by the builder that there would be no developments directly behind our property (except the planned Albertson's shopping center). While I understand that we are not necessarily able to rely on that representation nearly four years later, as circumstances change, the open space behind our property was part of the benefit of the bargain.<br><br>2) An apartment complex in the small space allotted is not ideal. There would not be adequate parking or outlets for the traffic. Our neighborhood consists of two small residential streets, which would bear the brunt of the traffic into and out of an apartment complex. An apartment complex would increase traffic, especially from delivery drivers from Postmates, GrubHub, Amazon, etc. Parking for the apartment complex would overflow into our neighborhood. It would be a disaster, as the two small residential streets cannot handle that level of vehicle traffic.<br><br>3) The increase in population to such a small area will likely increase crime.<br><br>I would not oppose a small housing development in the same space. Even a small business complex would be more advisable. |

| | |
|---|---|
| Form Name: | Planning Application Comments 2020 |
| Submission Time: | October 11, 2020 7:41 am |
| Browser: | Chrome Mobile 85.0.4183.81 / Android |
| IP Address: | 72.203.45.198 |
| Unique ID: | 676444608 |
| Location: | 37.750999450684, -97.821998596191 |

| | |
|---|---|
| **Meeting Date** | Tuesday, October 13, 2020 |
| **Project Number** | 20-0102 |
| **Position** | I OPPOSE the project and all related applications. |
| **Name** | Deborah Oh |
| **Residential or Business Address** | 6679 Bristle Falls st<br>Las Vegas, NV 89149 |
| **Phone** | (702) 287-3067 |
| **Email** | ohyuson@gmail.com |
| **Comments** | I oppose the high density building or houses that can cause the traffic in the small street surrounding residents.<br><br>It has to be low or medium density that can limit the traffic and parking spaces. |

**Nora Lares**

**From:** Peter Lowenstein
**Sent:** Thursday, October 8, 2020 7:05 AM
**To:** Nora Lares
**Subject:** FW: Project 20-0102

**Follow Up Flag:** Follow up
**Flag Status:** Completed

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OCT 08 2020
Dept of Planning
City of Las Vegas

For the backup. Thank you.

Peter Lowenstein, AICP
Deputy Planning Director
Department of Planning
702-229-4693 Office | 702-474-7463 Fax
333 N. Rancho Drive, 3rd Floor, Las Vegas, NV 89106

-----Original Message-----
From: claytonandjamila@cox.net <claytonandjamila@cox.net>
Sent: Wednesday, October 7, 2020 9:09 PM
To: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Subject: Project 20-0102

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear Mr. Lowenstein and Mr. Summerfield,

I am writing in reference to Project 20-0102. I live in the Bristle Falls community and would like to express my concerns regarding this project that is up for approval.

Our community is only two streets and if this project were allowed it would increase traffic through our community to unsafe and excessive levels. Not only the building project itself, but the completed project once it is done.

Unfortunately, our community has suffered over the past year due to the AIMS Building Services project behind our homes that is STILL in progress and has caused damage and flagrant disregard for our homes and properties. So, enough is enough.



Pg 1 of 2
9(a-b)
P nv

This project 20-0102 involves a small parcel of land and to allow the owner to rezone it in order to jam pack more people in is not only a safety issue but an infringement upon our rights as Bristle Falls community members to the quiet enjoyment of our properties.

Please do the right thing here. It's so unfortunate that we spend hundreds of thousands of dollars to purchase a home to have a place to live with our families, only to have people who do not live here, come in and build things that just disturb and disrupt our peace. Families live here. Children play here. Our homes are our havens and where we go at the end of the day to rest and enjoy our families. We're just asking that you help us to keep that in tact and not allow commercialism to over shadow what's really important and really matters.

Thank you in advance for your time and consideration.

Sincerely,

Jamila McMallow

## Nora Lares

**From:** Peter Lowenstein
**Sent:** Monday, October 12, 2020 8:31 AM
**To:** Nora Lares
**Subject:** FW: PROJECT NUMBER 20-0102

Please include this e-mail in the back up. Thank you.

---

**From:** Devin Wahl <devin.wahl@yahoo.com>
**Sent:** Friday, October 9, 2020 11:00 AM
**To:** Peter Lowenstein <plowenstein@LasVegasNevada.GOV>
**Subject:** PROJECT NUMBER 20-0102

**CAUTION**: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Hello Peter,

I understand you guys are thinking of putting up 33 units and the only access would be our 2 streets here at Bristle Falls. Could there be a different street added as well so they don't add traffic to our residential street? My son rides his bike on this street.

Devin

Sent from Yahoo Mail on Android



9(a-b) C
nr

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**62a**

**DEPARTMENT: Planning** **DISCUSSION**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
20-0102-GPA1 - ABEYANCE ITEM - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL)

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| Planning Commission Mtg. | 0 | Planning Commission Mtg. | 0 |
| City Council Meeting | 5 | City Council Meeting | 0 |

**RECOMMENDATION:**
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Consolidated Backup

**Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.**

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**62b**

**DEPARTMENT: Planning** **DISCUSSION**
**DIRECTOR: Peter Lowenstein, Acting**

**SUBJECT:**
20-0102-ZON1 - ABEYANCE ITEM - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL)

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| Planning Commission Mtg. | 0 | Planning Commission Mtg. | 0 |
| City Council Meeting | 5 | City Council Meeting | 0 |

**RECOMMENDATION:**
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**
1. Consolidated Backup

**Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.**

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**63**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Set date on any appeals filed or required public hearings from the City Planning Commission Meetings and Dangerous Building or Nuisance/Litter Abatements.

# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**64**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council 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.

**BACKUP DOCUMENTATION:**
1. Submitted at Meeting - Photos Submitted by Daniel Braisted

Submitted at City Council #64
Date 4/7/24 Item CITIZEN PARTICIPATION
By: DANIEL BRAISTED






catskaraoke.com
Strip Advertising Edition
CAT'S
LIVE ENTERTAINMENT & KARAOKE
CITY OF
LAS VEGAS
2021
NEWS RACK
PERMIT
0016
FREE
COVER!
FREE LIMO 702-767-8118

18+
Little Darlings Las Vegas
Little Darlings Las Vegas.com



YUMBO
FME
NO TRESPASSING
NO DUMPING
PROHIBIDO EL PASO; PROHIBIDO TIRAR BASURA
VIOLADORES SERAN PROCESADOS

'PROTECTING THE AIR WE SHARE'
NO TRESPASSING
NO DUMPING
VIOLADORES SERAN PROCESADOS
Bank of America
AS VEGAS

VEGETATION


NO TRESPASSING
OR LOITERING
ON THIS
PROPERTY
VIOLATORS WILL BE PROSECUTED
NRS 207.200



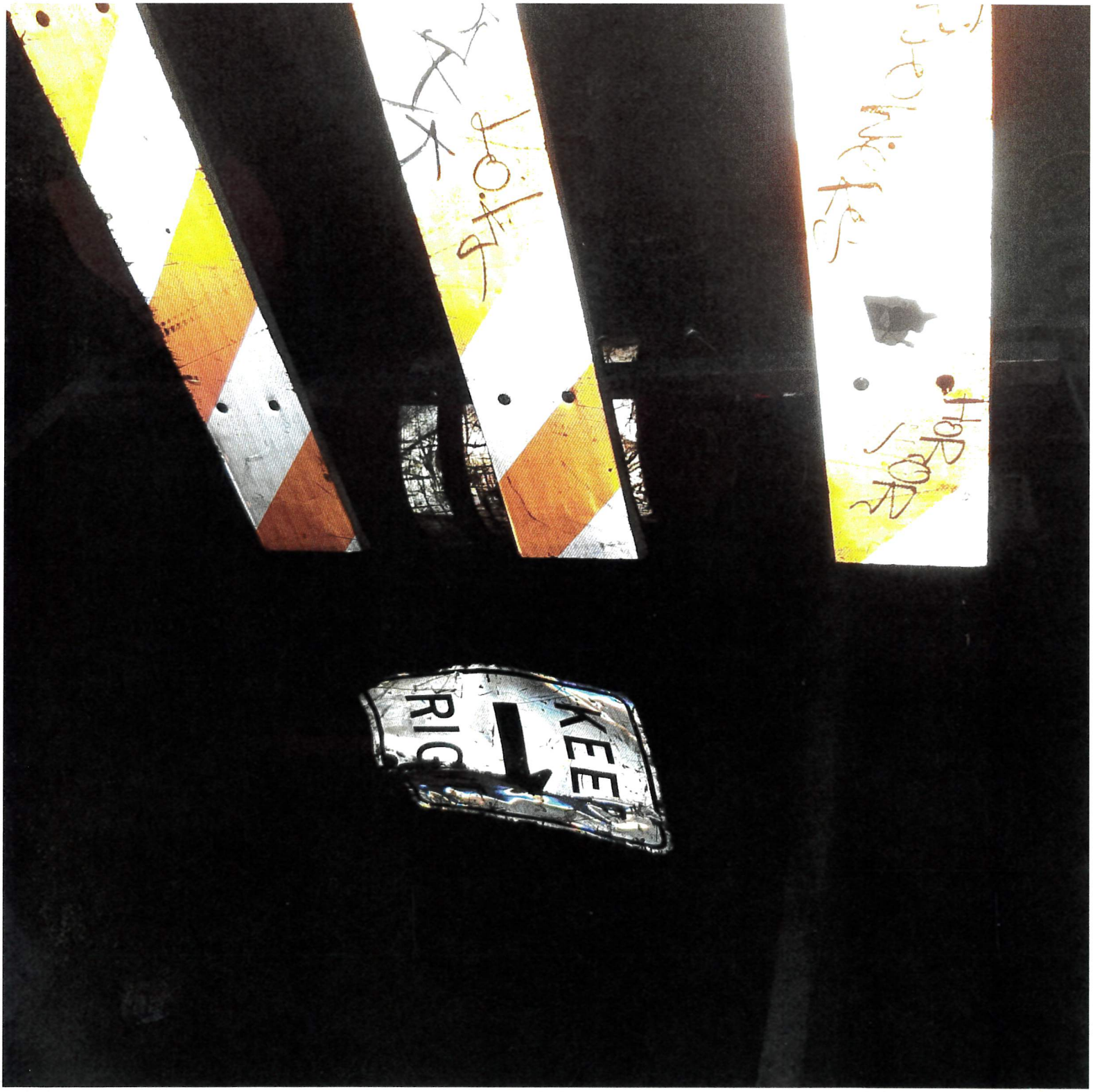

Market
Beer · Wine · Groceries · Deli
Fresh Meats & Produce
YOU BUY WE FRY!
· CHICKEN
· FISH
· RIBS
· PIZZA
EBT FOOD STAMPS · ATM · KEYS CUT HERE
POKER SLOTS
Mr. Chicken & Fish
BUD LIGHT





RIBS
Sam Boyd's

95802
LEFT LANE
MUST
TURN LEFT


KEE

DETOUR

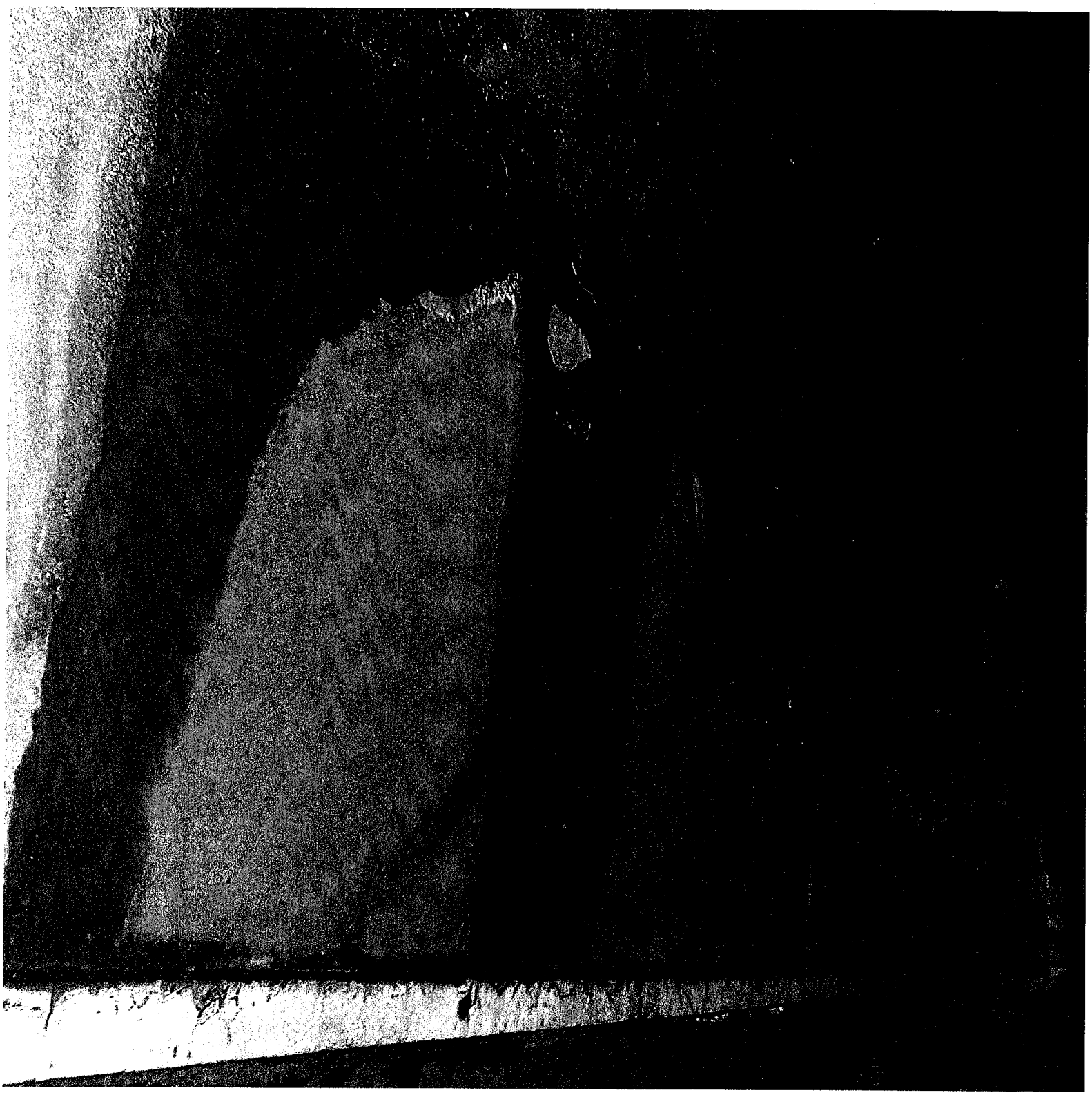

DIRECTORY


GREENLEE



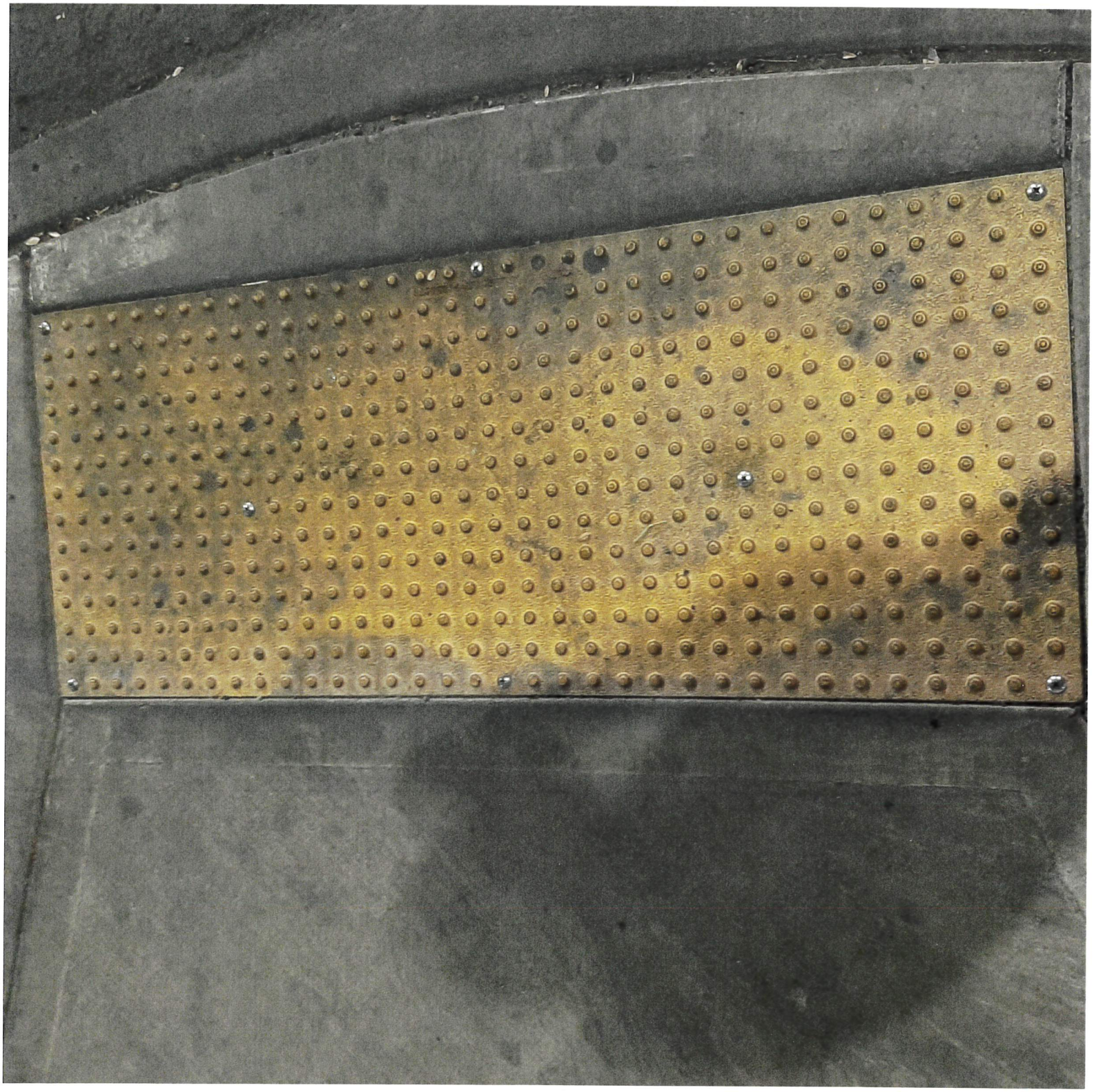
PIZZA

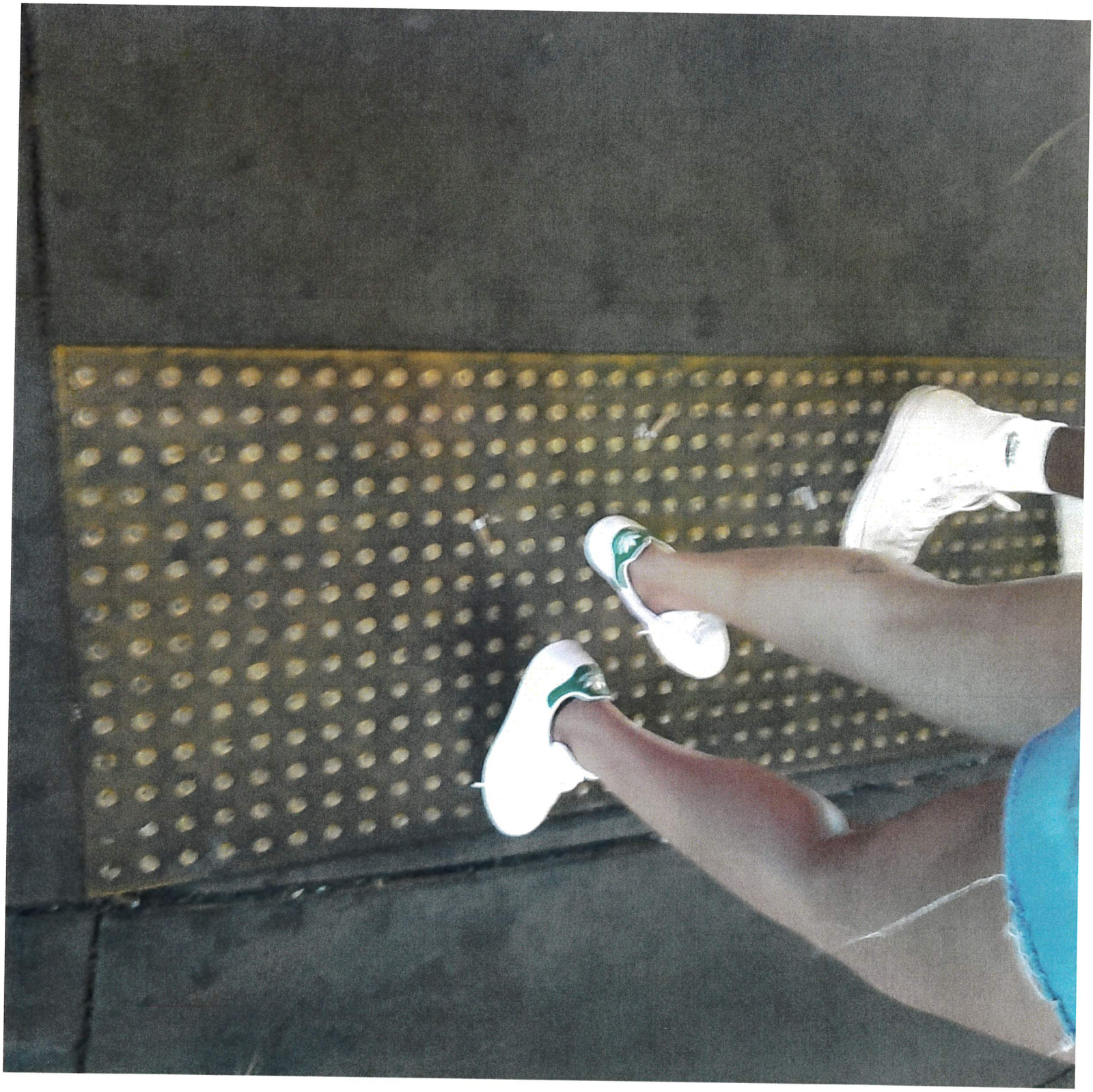




OK
START CROSSING
Watch For
Vehicles
DON'T START
Finish Crossing
If Started
TIME REMAINING
To Finish Crossing
FLASHING
TIMER
STEADY
DON'T CROSS
TO CROSS
PUSH-BUTTON

START CROSSING
Watch For
Vehicles
FLASHING
18
STEADY
DON'T CROSS
PUSH BUTTON
TO CROSS





# *AGENDA SUMMARY PAGE*

**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**65**

**DEPARTMENT: City Manager** **DISCUSSION**
**DIRECTOR: Jorge Cervantes**

**SUBJECT:**
COUNCIL EMERGING ISSUES:

Discussion regarding potential items for future City Council agendas - All Wards

**FISCAL IMPACT:**
None

**PURPOSE/BACKGROUND:**
Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

**RECOMMENDATION:**
Direct staff accordingly.

**BACKUP DOCUMENTATION:**
None

# *AGENDA SUMMARY PAGE*
**City Council**
**Meeting of: April 7, 2021**

Agenda Item No.:
**66**

**DEPARTMENT: City Clerk**
**DIRECTOR: LuAnn Holmes**

**SUBJECT:**
Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

**BACKUP DOCUMENTATION:**
1. Submitted at Meeting - Flyers for Keeping Ward 1 Clean for Earth Day and Volunteers in Parks, Shredding and Prescription Drop-Off Event, and Ward 1 Contact Information Submitted by Councilman Knudsen; Flyers for Ward 5 Announcements, Nevada Careers, NDOT Temporary Closure of U.S. 95 Ramp, Nevada Health Center for COVID-19 Vaccine, Ward 5 Vaccine Efforts, National Volunteer Month, Miracle League Baseball Season Kickoff, Ward 5 Newsletter, and Stay Connected Submitted by Councilman Crear; Flyers for Ward 2 Announcements, Small Business Saturdays, Breakfast Buzz, Ribbon Cutting at Bruce Trent Park, Art in the Park, Angel Park Tree Planting, Pavilion Pool Reopening & Easter Event, Animal Foundation Pet Adoptions, Ward 2 Office Contact Information, and Social Media Contacts Submitted by Councilwoman Seaman; Flyers for Ward 3 Announcements, Thank You for Park Cleanup at Justice Myron E. Leavitt and Jaycee Community Park, Thank You Mesquite Club for Document Shredding & Medicine Turn-In, Thank You for Cesar Chavez Day at Gary Reese Freedom Park, World Poetry Day Celebration on Third Street on March 21, 2021, Pecos-Bonanza Trail Cleanup and Information for Community Meetings on Codes, Vaccination Efforts in Ward 3 at El Salvador Consulate Offices and Mater Academy, Take the Downtown Access Project Survey, and Ward 3 Social Media Portals and Office Contact Information Submitted by Councilwoman Diaz; and Flyers for Re-Opening Celebration of Centennial Hills Active Adult Center, Mayors Day of Recognition for National Services and Plaque in Recognition of Mayor Goodman, Camron Sanchez Celebration of Life, Celebrating Israel's 73rd Birthday, Autism Awareness Month. Special Olympics, Located and Missing Juveniles, and Corridor of Hope Homeless Success Stories Submitted by Councilwoman Fiore

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

# Keeping Ward 1 Clean

For Earth Day 2021, Team Knudsen will join local community leaders and nonprofit partners at **Get Outdoors Nevada** to clean up Pioneer Park and plant new trees! Join us as we re-connect over coffee, plant trees for Earth Day, and keep our parks clean.



Las Vegas City Councilman Brian Knudsen - Ward 1 Events

# Shredding & Prescription Drop-Off Event

Team Knudsen is hosting another Shredding & Prescription Drop-Off Event in Ward 1 on April 24, 2021 at 10am-12pm at 2900 S. Valley View, Las Vegas, NV 89102. Join us and drop off unwanted documents and/or prescriptions!





# Ward 1

## Councilman Brian Knudsen

**Stay in touch with us for updates, resources, and more!**

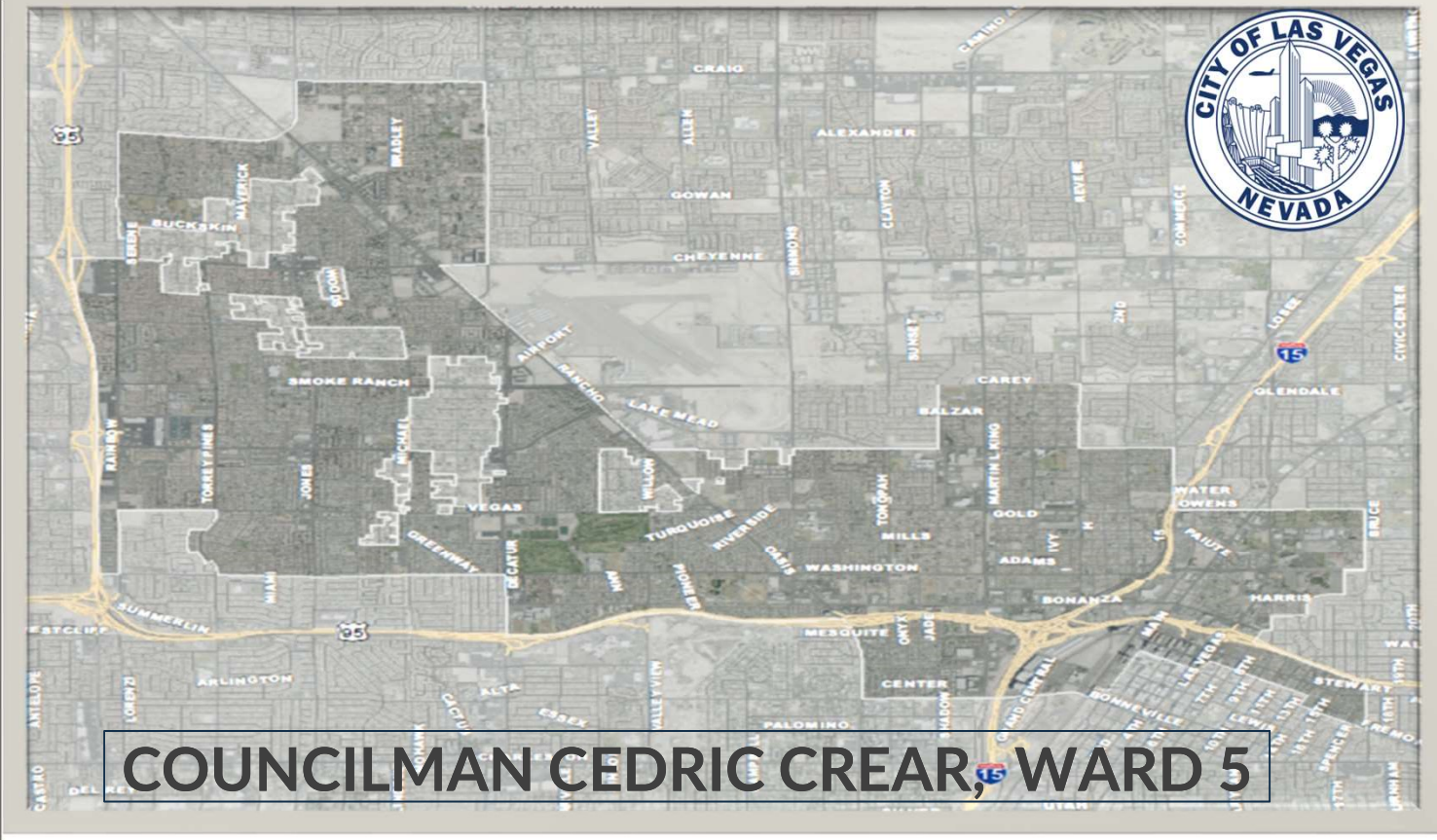
bknudsen@lasvegasnevada.gov

Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV




CITY OF LAS VEGAS
NEVADA
Councilman
Crear


CITY OF LAS VEGAS
NEVADA
CRAIG
ALEXANDER
GOWAN
CHEYENNE
SMOKE RANCH
LAKE MEAD
CAREY
SALZAR
GLENDALE
VEGAS
TURQUOISE
RIVERSIDE
MILLS
WASHINGTON
GOLD
WATER
OWENS
PAIUTE
ADAMS
BONANZA
HARRIS
SUMMERLIN
MESQUITE
CENTER
ARLINGTON
PALOMINO
STEWART
COUNCILMAN CEDRIC CREAR, WARD 5

# Nevada Careers

## NOW HIRING!




## Ward 5 Final Announcements



# NDOT
# Temporary closure

## U.S. Highway 95 ramp
## April 9 – April 12

Ward 5 Final Announcements



# Nevada Health Center

## COVID-19 Vaccine
## Sat., April 24

## 9:30 am | 2:00 pm

NEVADA HEALTH CENTERS

Ward 5 Final Announcements



# Ward 5
# Vaccine Efforts



# National Volunteer Month



Ward 5 Final Announcements



# Miracle League

## Children's Memorial Park
## 6601 West Gowan Road



Ward 5 Final Announcements






# Email Tanya Jackson-Renter

# tjackson@lasvegasnevada.gov

# Office: 702.229-5443

## Ward 5 Final Announcements





# STAY CONNECTED

With Councilman Cedric Crear

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear











City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
April 7, 2021
SUMMERLIN

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Breakfast
BUZZ
& Ward 2 Biz
Saturday,
April 10
9–10 a.m.
Egg Works | 2025 Village Center Circle
At the present time due to covid restrictions,
this event is for Ward 2 residents only.
Event has a limit of 20 people, and social distancing and
other safety precautions will be in place.
Must RSVP at Ward2@LasVegasNevada.Gov
Join us for breakfast and to discuss
the important issues in your neighborhoods,
Ward 2 and the city of Las Vegas.
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
TTY
7-1-1
Please no solicitations during this time.

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to
CELEBRATE THE NEW PLAYGROUND
AND GRAND RE-OPENING OF
BRUCE TRENT
PARK
RIBBON CUTTING
April 17 | 9 a.m.
8851 Vegas Drive
Social distancing and other safety precautions will be in place.
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
TTY
7-1-1

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to
Art in the Park
Bruce Trent Park
8851 Vegas Drive
April 17 | 10 a.m.–4 p.m.
Calling all artists. This is an opportunity to showcase and sell your art to the community.
Reserve your booth today. Space is limited.
TO REGISTER
http://bit.ly/2P8VCC9
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
TTY
7-1-1

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to
Art in the Park
FREE ADMISSION!
Bruce Trent Park
8851 Vegas Drive
April 17 | 10 a.m.–4 p.m.
Come join the celebration featuring many talented artists from the Las Vegas area displaying their original art work for you to purchase.
There will be fine food, drinks, and jazz music for all to enjoy!
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
TTY 7-1-1

WARD 2

Angel Park

Tree Planting

March 27th



WARD 2

Pavilion
Pool Reopening
&
Easter Event

April 3rd

For pool and
swimming class
information please call
702-229-1488



WARD 2

# Animal Foundation Pet Adoptions



## BOWSER

**ID #** A0963757
**Arrived: 4/1/2021**

**Male Neutered**
**Age: 10 Years**
**Weight: 74 lbs**

WARD 2

# Animal Foundation Pet Adoptions



## PARMESAN

**ID #** A1164032
**Arrived: 3/27/2021**

**Female Spayed**
**Age: 10 Years**
**Weight: 6 lbs**

WARD 2

# Animal Foundation Pet Adoptions



## DOLLY

**ID #** A112386

**Arrived: 3/31/2021**

**Male Female Spayed**

**Age: 2 Years**

**Weight: 39 lbs**

WARD 2

# Animal Foundation Pet Adoptions



## CLAY

**ID #** A1163196
**Arrived: 3/21/2021**

**Female Spayed**
**Age 10 YearS**
**Weight: 11 lbs**

WARD 2

# Animal Foundation Pet Adoptions

## Contact the Adoption Department

**Phone: (702) 955-5901**

**Email: adoptions@animalfoundation.com**

WARD 2

# Office Contact Information

**Main Line: (702) 229-2420**

**Email: ward2@lasvegasnevada.gov**

# PLEASE FOLLOW US ON SOCIAL MEDIA AT:



## @VictoriaDSeaman



## @VictoriaSeaman

# WARD 3



**Councilwoman Olivia Díaz**

City Council
April 7, 2021

# WARD 3

Park Cleanup
at Justice Myron E. Leavitt &
Jaycee Community Park
March 20, 2021



Volunteers helped pick up
112 lbs. of trash!




City Council
April 7, 2021

# WARD 3

## Document Shredding & Medicine Turn In at Mesquite Club
## March 27, 2021







City Council
April 7, 2021

# WARD 3

**Cesar Chavez Day at**
**Gary Reese Freedom Park**
**March 27, 2021**

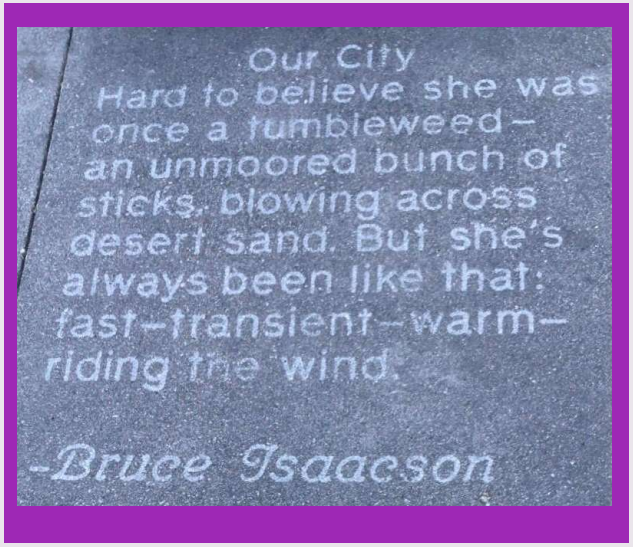





City Council
April 7, 2021

# World Poetry Day Celebration on Third Street

March 21, 2021







City Council
April 7, 2021

# WARD 3

## Upcoming Events

**Sunday, April 11, 7-11 a.m.**

**Pecos/Bonanza Trail Cleanup @**

**Gragson Elementary School**

**555 N. Honolulu St.**



*Register at volunteer@getoutdoorsnevada.org*



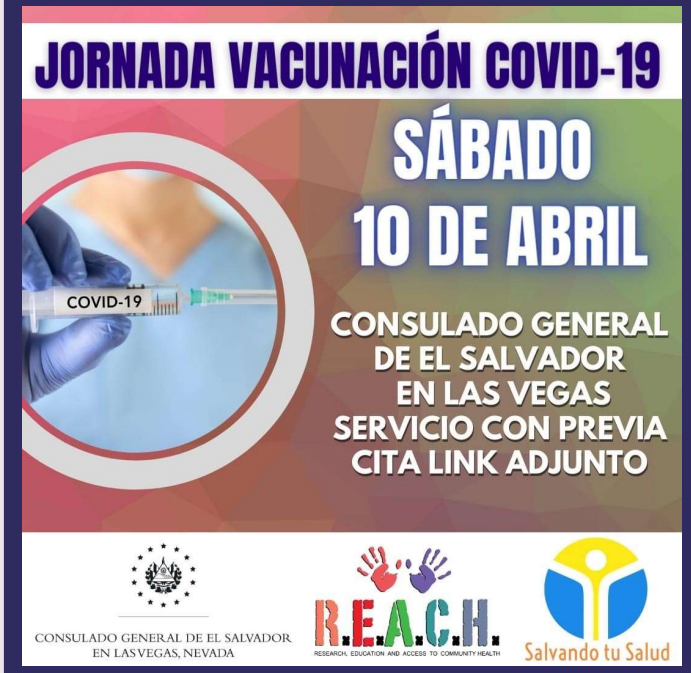




City Council
April 7, 2021

# Vaccination efforts in Ward 3

Vaccinations at the Consulate of El Salvador on April 10th in partnership with the City of Las Vegas.







City Council
April 7, 2021

# Take the Downtown Access Project Survey!

## Complete the survey over the phone or online

(702) 938-5440

www.ndotdap.com

www.ndotdap.com

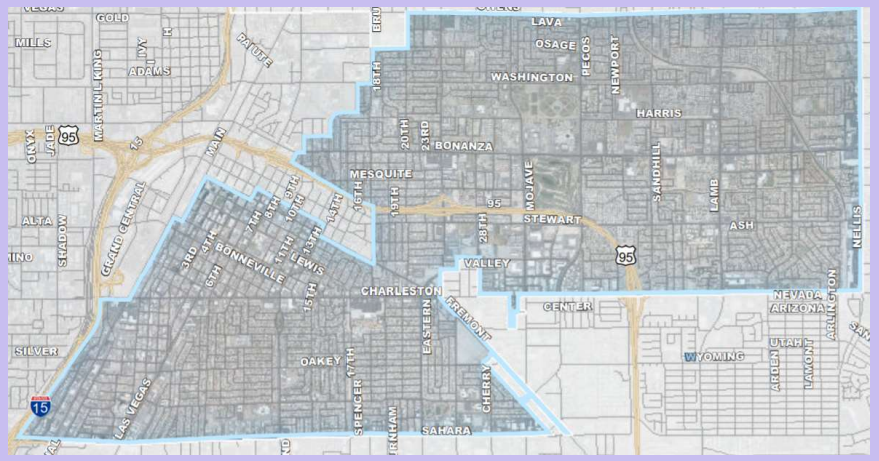
City Council
April 7, 2021



# WARD 3



**Councilwoman Olivia Díaz**




ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv

City Council
April 7, 2021

# Re-Opening Celebration

## Centennial Hills
## Active Adult Center

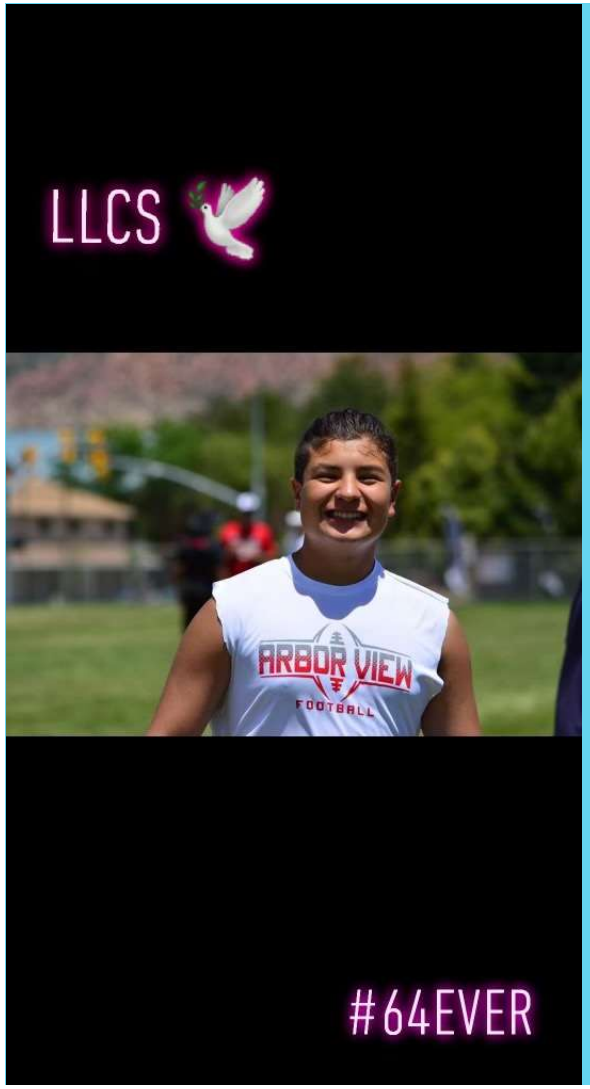
Join us for Donuts!
April 12 at 7:00am



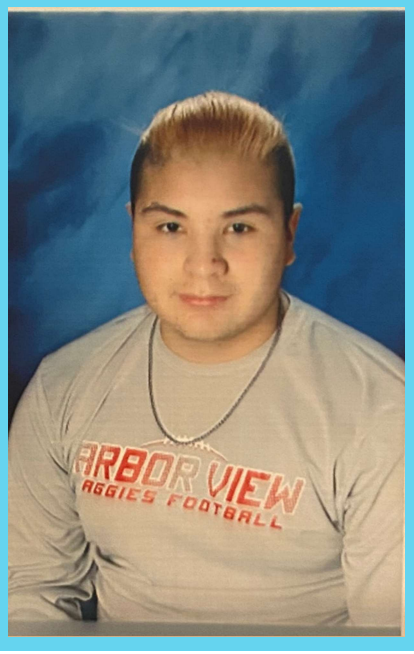
# Mayors Day of Recognition for National Service

## April 7, 2021






# Camron Sanchez







IAC360
BY ISRAELI-AMERICAN COUNCIL (IAC)
CELEBRATING
ISRAEL'S 73 BIRTHDAY!
LAS VEGAS
APR 14 & 15
IN HONOR OF ISRAEL'S 73 INDEPENDENCE DAY, LAS VEGAS CITY HALL WILL LIGHT UP IN BLUE AND WHITE.
WE INVITE THE COMMUNITY FOR A DRIVE THROUGH & TAKING PHOTOS.




AUTISM
AWARENESS
MONTH



Special Olympics Nevada

# www.jointherevolution.org



# LOCATED

Sent: 2021-03-30 @ 11:19 Case: 21-4452 Author: JH/NCS

NIC #

| | |
|---|---|
| Last Name | GARDNER |
| First Name | FAITH |
| Nickname | |
| Alias | |
| Age | 15 |
| Gender | FEMALE |
| Height | 5'2 |
| Weight | 130 |
| Eyes | BROWN/HAZEL |
| Hair | BROWN |
| Complexion | |
| Race | AFRICAN AMERICAN /CAUCASIAN |
| BirthDate | |
| Last Contact | 03/14/2021 |



Marks

CHILD WAS LAST SEEN IN THE AREA OF RENO, NV

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

# LOCATED

Sent: 2021-04-02 @ 09:41 Case: 210300063662 Author: JH/NCS

| | |
|---|---|
| NIC # | |
| Last Name | WHITT |
| First Name | ALESIA |
| Nickname | |
| Alias | |
| Age | 14 |
| Gender | FEMALE |
| Height | 5'6 |
| Weight | 160 |
| Eyes | BROWN |
| Hair | DARK BROWN |
| Complexion | |
| Race | AFRICAN AMERICAN |
| BirthDate | |
| Last Contact | 03/12/2021 |
| Marks | |



CHILD WAS LAST SEEN IN THE AREA VEGAS VALLEY & MOUNTAIN VISTA (LAS VEGAS, NV)

ALESIA WAS LAST WEARING GREEN CARGO PANTS WITH A GREY ZIP UP SWEATER

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

# MISSING JUVENILE

Sent: 2021-03-30 @ 09:10 Case: 210200069336 Author: JH/NCS

NIC #

Last Name STEVENS

First Name MICHAEL

Nickname

Alias

Age 16

Gender MALE

Height 5'8

Weight 165

Eyes BROWN

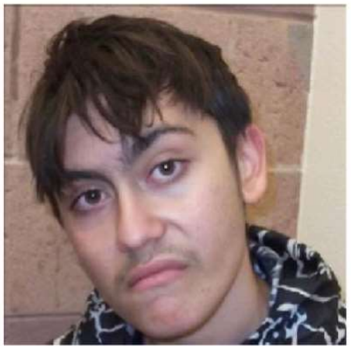
Hair BROWN

Complexion

Race CAUCASIAN

BirthDate

Last Contact 02/16/2021



Marks

CHILD WAS LAST SEEN IN THE AREA OF PECOS & BONANZA (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING BLACK SWEATS WITH A BLACK SWEATER AND RED SHOES

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

# MISSING JUVENILE

Sent: 2021-03-30 @ 16:16 Case: 210300136460 Author: JH/NCS



| | |
|---|---|
| NIC # | |
| Last Name | CORTES |
| First Name | IRIS |
| Nickname | |
| Alias | |
| Age | 17 |
| Gender | FEMALE |
| Height | 5'1 |
| Weight | 160 |
| Eyes | BROWN |
| Hair | BROWN |
| Complexion | |
| Race | HISPANIC |
| BirthDate | |
| Last Contact | 03/25/2021 |
| Marks | |

CHILD WAS LAST SEEN IN THE AREA OF TROPICANA & MARYLAND PARKWAY ( LAS VEGAS,NV)

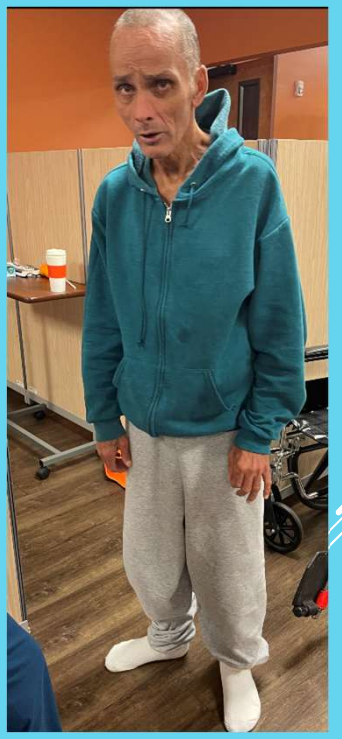
CHILD WAS LAST SEEN WEARING A WHITE SHIRT WITH SWEATPANTS

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

# Corridor of Hope





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