



Special Commission for the Las Vegas Centennial Agenda

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 Office of the City Clerk, 495 South Main Street, 2nd Floor or on the city's webpage at www.lasvegasnevada.gov.

1. **Call to Order and Roll Call**
2. **Announcement Regarding: Compliance with Open Meeting Law**
3. **Public Comment:** Comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come forward and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.
4. **21-00343-CLC1** - Discussion for possible action regarding approval of a contract with Boyd Productions to produce Part IV and Part V of the documentary film series "The City of Las Vegas" that will cover the years 1940-1949 and 1950-1959
5. **21-0336-CLC1** - Discussion regarding the creation of a City of Las Vegas Museum
6. **21-0338-CLC1 - Discussion regarding topics for future agenda items.** Comments made during this portion of the agenda by individual members shall refer solely to proposals for future agenda items and any discussion shall be limited to whether or not such proposed items are within the purview of the Commission and/or whether such proposed items shall be placed on a future agenda. No discussion regarding the substance of any such proposed topic shall occur and no action shall be taken.
7. **Citizens Participation:** Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Commission. No subject may be acted upon by the Commission unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come forward 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.
8. **Adjournment**

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

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

City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
Howard Lieburn Senior Center, 6230 Garwood Avenue

City of Las Vegas

AGENDA MEMO **SPECIAL COMMISSION FOR THE LAS VEGAS CENTENNIAL** **MEETING OF: JUNE 10, 2021**

DEPARTMENT: PLANNING

DIRECTOR: SETH T. FLOYD, ESQ.

**EXECUTIVE DIRECTOR FOR THE CENTENNIAL COMMISSION: DR.
DIANE SIEBRANDT**

☒ **Action**

☐ **Report**

SUBJECT:

21-0343-CLC1 - Discussion for possible action regarding approval of a contract with Boyd Productions to produce Part IV and Part V of the documentary film series "The City of Las Vegas" that will cover the years 1940-1949 and 1950-1959

PURPOSE:

To approve a contract with Boyd Productions to produce Part IV and V (The 1940s and the 1950s) of the documentary film series, "The City of Las Vegas."

FINDINGS:

During the May 24, 2021 Centennial Commission Meeting, the Commission approved funding in the amount of \$500,000.00 for the costs associated with the planning, research, pre-production, production, post-production and distribution of Part IV and Part V of the documentary film series "The City of Las Vegas" that will cover the years 1940-1949 and 1950-1959. The Commission is requested to approve the contract included in the backup material for this item.

BACKUP DOCUMENTATION:

1. Contract for Parts IV & V

**PROFESSIONAL SERVICES CONTRACT
FOR HISTORICAL DOCUMENTARY FILMMAKING SERVICES
PART IV AND PART V, THE CITY OF LAS VEGAS: FORTIES AND FIFTIES**

THIS CONTRACT is being entered into this _____ day of _____, 2021, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL (hereinafter the "Commission"), a non-profit organization having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and BOYD PRODUCTIONS, LLC, (hereinafter the "Company"), a Connecticut limited liability company having its principal office at 52 Wells Road, West Hartford, Connecticut 06107.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)	Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Historical Documentary of Las Vegas, Part IV and Part V of the Las Vegas documentary series, which will cover the time frame of the Forties and Fifties. Looking at the events that influenced the building and development of the City over the decades.	
	Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date June 30, 2023
	Contract Type As defined in Section B-1	The contract type is Firm Fixed Price or Lump Sum	
	Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$500,000	

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A - Scope of Work Attachment 1 - Certificate of Disclosure

(c) Commission Project Manager See Section D-4, (a)	Name Diane Siebrandt	Phone 702-229-2476	Email dsiebrandt@lasvegasnevada.gov
Company Representative See Section D-4, (b)	Name Jennifer Boyd 52 Wells Road West Hartford, CT 06107	Phone 860-233-5870	Email Jennifer@boydproduction.net

(d) Commission Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name Owner: Jennifer Boyd 52 Wells Road West Hartford, CT 06107	Phone 860-233-5870	Email Jennifer@boydproduction.net

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The Commission may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the Commission to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the Commission.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the Commission.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the Commission under the terms of the Contract.
- (e) “*Fixed Fee Contract*” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.
- (f) “*Non-Exclusive Contract*” means a Contract under which the Commission agrees to obtain some, but not necessarily all, of the Commission’s requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

- (a) Services will be provided in accordance with the Scope of Work attached as “Exhibit A”.

C-2 Schedule/Deliverables/Payment Schedule

The Company shall provide the following Deliverables in accordance with the following delivery schedule and the Commission shall pay the following amounts, which shall include all incidental expenses.

September 1, 2021 – Official Start of Pre-Production. *The City of Las Vegas: The Forties*. Schedule kick-off meeting for September 2nd. Boyd Productions to discuss story content, interview subjects, archival assets, etc.

September 14, 2021 - Submit List of People to be interviewed to Documentary Working Group

September 21, 2021 – Documentary Working Group feedback on Experts to be interviewed

October 2, 2021 - Treatment/Story outline delivered to Documentary Working Group.

October 8, 2021 - Comment Due on Treatment/Story Outline

October 11-19, 2021 - Shoot Interviews

October 26, 2021 – Transcript Bins Delivered to Writer

November 2021 - Script Writing 40's documentary

December 1, 2021 – 1st Draft Script Delivered to Boyd Productions

December 6-10, 2021 - Editor does rough audio edit.

December 13-31, 2021 - Script tweaked based on sound track.

December 21, 2021 - Majority of footage and still photos for 1940 program identified and available. Additional family/community images may need extra time for transfer.

January 4, 2022 - 1st Draft Script 1940's submitted for Working Group approval.

January 11, 2022 – Working Group Comments due on 1st Draft Script

January 12 – 22, 2022 - Script revisions

January 24, 2022 - Submit 2nd draft script 1940's documentary

January 27, 2022 - Commission Approval of 2nd Draft Due

January 27–February 7, 2022- Script adjustment made, narration recorded, assets delivered to editor.

February 1, 2022 – Conceptual Outline *The City of Las Vegas: The Fifties* Delivered to Documentary Working Group for Review.

February 7, 2022 - Editorial Content Meeting Boyd Productions and Documentary Working Group for Part V *The City of Las Vegas: The Fifties*

February 8, 2022 - Archival Research begins *The City of Las Vegas: The Fifties*

February 7 – March 28, 2022 - Editing, sound design, graphics

March 28, 2022 - First cut submitted to commission

April 4, 2022 – Commission Comments Due on Rough Cut

April 5-12, 2022 - Address any issues, finish edit

April 12, 2022 - 2nd/ final edit submitted to commission

April 15, 2022 - Commission comments due- Final issues addressed before picture lock.

April 16, 2022 - Vignette scripts delivered to commission

April 16-17, 2022 - Edit 2-minute reel and promos

April 17-28, 2022 - Color correction, Audio Mix

April 28, 2022 - Deliver fine cut to commission for final review, noting that picture lock as already occurred.

May 1, 2022 - Commission approval.

May 1, 2022 - Files sent for captioning

May 1, 2022 - Vignette scripts approved.

May 2, 2022 - Send out file to create DCP (for theatrical playback)

May 10, 2022 - Files delivered for screening, streaming and broadcast.

May 15, 2022 - Premiere Event

May 16, 2022 - Production Schedule Delivered for Part V*

May 17, 2022 - Post Mortem

May 29, 2022 - Vignettes lifted from show, delivered

Deliverables Part IV

- 1) Monthly Progress Reports
- 2) Story Outline and Revisions as needed
- 3) Creative Design
- 4) Final Approved Script
- 5) 1st Cut
- 6) 2nd Cut
- 7) 10 Vignettes pulled from the longer documentary
- 8) Archival Source Documentation
- 9) Final show master: Apple Pro Res 422LT or H262 at 720p at 59.94 fps

In addition, a 30-second promo for the documentary

Payment Schedule for Part IV

Upon execution of Contract	\$75,000
Commission acceptance of outline	\$40,000
Commission acceptance of final draft script (noted as 2nd draft in time line)	\$44,000
After Commission Rough Cut Comments	\$50,000
Commission Acceptance of Final Film, Vignettes and Raw Content	\$59,346
Additional Format Creation DCP (Theatrical Distribution) or Blu-ray	\$550

Subtotal Not-To-Exceed Amount Part IV **\$268,896**

Deliverables Part V*

The deliverable schedule shall be provided to Commission by **May 16, 2022** for final review and approval in a similar format at outlined for Part IV.

- 1) Monthly Progress Reports
- 2) Story Outline and Revisions as needed
- 3) Creative Design
- 4) Final Approved Script
- 5) 1st Cut
- 6) 2nd Cut
- 7) 10 Vignettes pulled from the longer documentary

- 8) Archival Source Documentation
9) Final show master: Apple Pro Res 422LT or H262 at 720p at 59.94 fps

In addition a 30-second promo for the documentary

Payment Schedule for Part V*

Upon execution of Contract	\$0 paid with Part IV
Commission acceptance of outline	\$65,000
Commission acceptance of final draft script (noted as 2nd draft in time line)	\$44,000
After Commission Rough Cut Comments	\$50,000
Commission Acceptance of Final Film, Vignettes and Raw Content	\$59,346
Additional Format Creation DCP (Theatrical Distribution) or Blu-ray	\$550
<u>Subtotal Not-to-Exceed Amount Part V</u>	<u>\$218,896</u>

ADDITIONAL SERVICES:

As requested by the Commission **\$12,208**

TOTAL NOT-TO-EXCEED AMOUNT \$500,000

The amounts above include all costs for planning, design, documents, specifications, production, travel, hiring of talent, music, rights and clearances, insurance, post-production, and all other incidental and related expenses. No additional amount will be paid by the Commission. For the term of this Contract, pricing shall remain firm.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

- (a) Payment Payment to the Company will be made only for the actual services performed and accepted by the Commission, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".
- (b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

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

D-3 Invoices [CAO-9/2020]

- (a) The Company will submit a timely detailed invoice to the Commission within sixty (60) days upon completion of Deliverables, in accordance with Section C-2, "Deliverables/Schedule/Pricing". Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item 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 Commission as required herein, the Commission shall not have any obligation or liability to effect any payment for said late invoice. The Commission shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the Commission, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the Commission's rights and remedies should the Commission find any errors or omissions in an invoice before or after said invoice is paid by the Commission.

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) The Company shall forward a copy of the invoice to the Commission's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice

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 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 Commission's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The Commission's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the Commission goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-04/2020]

- (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 \$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 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.
- (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.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the Commission 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 Commission'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 Commission or its designated certificate tracking service if so requested.
- (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 Commission 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 Commission 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 Commission.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the Commission.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the Commission a written request stating the desired amounts along with recent audited financial statements for review. The Commission will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the Commission.**
- (g) If the Company fails to carry the required insurance, the Commission may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "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 Commission shall be required to procure, maintain, and submit proof of insurance to the Commission 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 Commission caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [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 Commission, re-perform or perform the services so that the services conform to the warranty.

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

D-19 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 COMMISSION: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor

Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: As Noted in Section A-1 (d) 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 Commission 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 Commission of its intent to proceed further with the claim or dispute and in response thereto, the Commission shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the Commission, the Commission shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the Commission as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern 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 Commission provided personnel, data, or equipment, the Company shall notify the Commission immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the Commission will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the Commission in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The Commission shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the Commission to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written

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

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work 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 Commission's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the Commission may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the Commission may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the Commission may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the Commission, and the Company shall be liable to the Commission for any excess costs related thereto. If the Commission terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/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 Commission may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The Commission retains the right to terminate for default immediately if the Company fails to maintain the required 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 Commission fails to perform any of its obligations required under this Contract, and the Commission does not remedy the failure after notice thereof is provided to the Commission by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that Commission is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The Commission reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the Commission, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the Commission, 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 Commission 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 Commission may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the Commission 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 Commission 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 Commission to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the Commission to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

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

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the Commission, its elected officials, officers, employees, agents, and consultants (collectively herein the "Commission") 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 Commission, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, 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 Commission. 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 or any other person 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 Commission'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 Commission for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the Commission's tender of defense, then the Commission will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the Commission, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. 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 Commission.
- (c) It is expressly agreed that the Company shall defend the Commission at Company's expense, by legal counsel reasonably satisfactory to Commission, against the Liabilities and in the event that the Company fails to do so, the Commission shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. 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-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the Commission and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Commission and

its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property 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 Commission, promptly defend against any such claim or action unless directed otherwise by the Commission or its representative; provided that the Commission or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the Commission or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the Commission to be retained by the Commission for the period of time required herein.
- (b) The Commission or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The Commission will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the Commission, or to an address designated by the Commission within Clark County. In lieu of such delivery, the Company may elect to reimburse the Commission for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the Commission are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the Commission, and to reimburse the Commission for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The Commission shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the Commission or the Commission's designated representative(s) find the dollar liability is less than payments made by the Commission to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the Commission or (ii) at the Commission's option, credited against any future billings due the Company.

E-18 Confidentiality – Commission 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 it to be disclosed to any person or entity without the express prior written consent of the Commission. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the Commission'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 Commission is obtained. Commission 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 Commission's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the Commission, the Company shall promptly return to the Commission all confidential information supplied by the Commission, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the Commission's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the Commission, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the Commission; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the Commission; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the Commission. In such event the Commission, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-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 Commission. This restriction does not apply to the use of the Commission's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The Commission logo shall not be used without the prior written consent of the Commission.

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 Commission, are exclusively the property of the Commission. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the Commission, 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 Commission. 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 Commission at no charge in the format held by Company. On Commission request, the Company will delete all Commission data and will provide appropriate certification to the Commission to document the disposal. The Company shall promptly notify the Commission if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the Commission's data or other confidential information, and shall fully cooperate with the Commission in any legal action taken by the Commission 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 Commission is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the Commission harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-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 Commission 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 Commission 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 Commission 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, Commission may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-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 Commission 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 Commission. 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 Commission'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 Commission harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the Commission arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the Commission 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 Commission. Company understands and agrees that they do not have the power or authority to bind Commission in any capacity. The Commission shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the Commission. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the Commission Not Personally Liable [CAO-01/20/16]

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

E-28 Conflict of Interest (Commission Officials) [CAO-4/2020]

- (a) An official of the Commission, who is authorized on behalf of the Commission to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Commission, who is authorized on behalf of the Commission to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the Commission may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the Commission, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals),

and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify Commission in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The Commission 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 Commission'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 Commission shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

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 Commission 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.

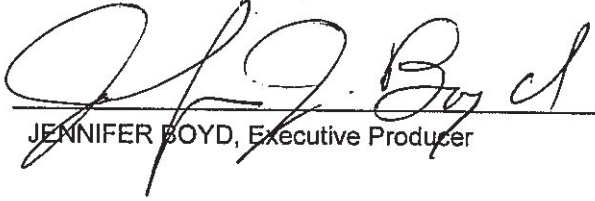
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

BOYD PRODUCTIONS, LLC

CAROLYN GOODMAN
President

Date


JENNIFER BOYD, Executive Producer

Date

ATTEST:

MICHAEL HOWE
Secretary

Date

APPROVED AS TO FORM:


Deputy City Attorney

5/25/21

Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A - SCOPE OF WORK
HISTORICAL DOCUMENTARY FILMMAKING SERVICES
PART IV AND PART V, CITY OF LAS VEGAS: FORTIES AND FIFTIES

The City of Las Vegas: The Forties and The City of Las Vegas: The Fifties

Part IV of the Las Vegas History Series will cover the time frame between 1940 and 1949. Part V will cover the next decade from 1950 to 1959. Both films will be educational and entertaining, providing insight into the dynamic changes taking place in the City of Las Vegas during these time frames. *The City of Las Vegas: The Forties* and *The City of Las Vegas: The Fifties* will be laid out chronologically to assure that each story we tell is understood in context of what is happening in Las Vegas during the decade.

Each film will include personal recollections of those who grew up in Las Vegas during the 40's and 50's, capturing and preserving those memories on-camera. For example, we hope to interview Senator Bryan, who learned to swim at a local hotel pool during the 1940s. These stories will help viewers more fully understand what it was like to live in Las Vegas at the time and how the City evolved into what it is today.

Hundreds of hours will be spent researching oral histories, newspaper archives, and still photo and film libraries. The film/photo collections of Las Vegas families will be incorporated into both films, uncovering these gems for all to see. We will talk with historians, notable authors, members of the community and ancestors of notable families to assist us in telling an authentic story about the 40's and 50's.

Each of the films will have a running time between 75 and 90-minutes. Ten short vignettes of roughly 1-3 minutes will be delivered as part of each project.

Conceptual Outline/Potential Expert Interviews

The City of Las Vegas: The Forties

Below is a proposed conceptual outline of some of the stories that may be explored in *The City of Las Vegas: The Forties*. This is a preliminary outline of possible program content. Shortly after award of the contract, Boyd Productions would like to hold a brainstorming session with Documentary Working Group Members and consultant/historians to discuss film content.

The focus of the documentary will be on how Las Vegas changed during the decade. In our research, we will look for stories that reflect what life was like in the 1940s and then explore the challenges faced by City government to sustain Las Vegas as a thriving economic destination. Our approach will be story-driven, providing a fact-based, narrative account of important moments over the decade. We will resurrect stories long forgotten, or not generally known, and that peak interest in Las Vegas' history behind the neon lights.

Open – World War II Las Vegas – Just as the railroad and the Boulder Dam changed the face of Las Vegas forever, so too did World War II. The 40's would be a time of transformation. The people of Las Vegas witnessed an influx of wartime industries, dramatic population growth, the opening of fancy new casinos and resorts, the growth of mob involvement, and new challenges for City government to manage and finance the on-the-ground logistics of exponential growth.

Pat McCarran -The Politics of Growth (1940) With the war escalating overseas, preparations in Washington were underway for a wartime economy. When Nevada's U.S. Senator Kay Pitman died in 1940, Senator Pat McCarran took the reins of power. Whatever people thought of him ... a political manipulator, Nevada's defender, or "The Champion of the American Way of Life," good things followed for Las Vegas. McCarran played a central role in convincing President Roosevelt that a magnesium plant to support the war effort belonged in the Las Vegas Valley. And so, it was. Basic Magnesium, Inc. (BMI) set up shop in neighboring Henderson, bringing over 15,000 new jobs to the area. McCarran also played a central role in bringing the Army Air Corps' Gunnery School to the area. But not without a show of crazy politics on full display in the Las Vegas' City Commission.

Two Governments (1941) While former Mayor Arnett was in California tending his new chicken farm, his replacement Mayor John Russell was, like his predecessor, making headlines shaking up City government; this time to its core. Russell's feuds with the City Council led to a walk out of Commissioners, the eventual formation of two sitting City

Councils battling for power, and a political mess that would embarrass the City. The one thing the two Commissions could agree on during this tumultuous time was the Gunnery School. The Army Air Corp would train thousands of young men, many of whom would enjoy the nightlife of Las Vegas before heading off to war.

A Woman of the Sky - Florence Murphy (1941) In early 1941, when the US Army took over Pop Simon's old airfield for the Gunnery School, private pilots had nowhere to land. Florence Murphy and her husband John bought 200 acres near the old Tonopah Highway and built Sky Haven Airfield, what is now the North Las Vegas Airport. We will learn about the grand opening scheduled December 7, 1941 and later, Florence's rise in the new Bonanza Airlines as tourism takes off in Las Vegas.

More Glitz for Vegas – During the summer of 1942, Ronald Reagan and Burgess Meredith came to town to star in the training film, *The Rear Gunner* to help enlist new pilots. The film was shot at the Las Vegas Army Airfield.

El Rancho Vegas, The Start of Things to Come (1941- 1942) Big Jim Cashman took the lead courting hoteliers like Thomas Hull to come to Las Vegas. Cashman believed Las Vegas could be a successful resort town if it had the right amenities. He showed Hull a number of sites near Freemont Street, only to have Hull select a site for the first resort just outside City limits on the county line. This would be an ongoing struggle for City government throughout the 40's. The government needed the tax revenue from the growing tourist industry outside City Limits and would continue its fight to get it by annexing the Strip. Tax revenue aside, the El Rancho Vegas was a new kind of marvel for Las Vegas, setting the tone for the future. After opening in 1941, El Rancho would be joined on the Strip by the Last Frontier and Flamingo. Fremont Street was also on the move, adding the Biltmore to its lineup. These would be the last hotels built until the end of the war.

Magnesium Maggie (1941-1945) The women of Las Vegas did their part during World-War II, joining the war effort at Basic Magnesium, Inc. Women drove forklifts, they handled and wrapped ingots for shipping, made asbestos gloves, and repaired gas masks. We will uncover oral histories of Las Vegas women whose lives were transformed by the war effort at BMI and explore the impact the war had on the lives of Las Vegas women.

Lubertha Johnson and Segregation (1943) Lubertha Johnson moved to Las Vegas in 1943 and became recreational director of the federally funded Carver Housing Project where black BMI workers were housed. This was the official start of segregation in Las Vegas, and Lubertha would take a leadership role in fighting for Civil Rights. We will explore the early days of segregation in Las Vegas and Lubertha's rise as an activist.

Life in the City (1941-1945) The City was packed with tourists and new residents. New communities sprung up and auto courts were overflowing with those who could not find a permanent place to live. While the growth brought new energy to town, Las Vegas was unprepared. The City Government struggled to manage the growth and take control of the many changes taking place in their once small town. In 1942, under pressure from the Army, Las Vegas closed down the Red-Light district on block 16 and issued a curfew. Some City leaders pushed back, but Senator McCarran stepped in, applying political pressure. Activity shut down, at least for a while. There was also a struggle over the control and growth of new clubs. In 1944 the City Council passed a resolution saying there would be no more clubs; they wanted to limit the licenses and favor the locals. The Horseshoe Club, for example, could not get a license in 1945. The City was going through police chiefs one after the other; the job was too much for many to handle; one committed suicide. The City tried to control the rise in crime – finger printing and registering felons. It was a whole new ball game.

Part II

Post-World War Vegas Following the war, Las Vegas was again confronted with a challenge they faced many times before: Now What? The City boomed in a wartime economy, but the question remained. What would be Las Vegas' future?

Location, Location, Location (1945) For some it was clear. Las Vegas's future was in gambling and tourism, a one of a kind town that could attract millions. But it needed to put itself on the map and enhance its image. In 1945, Maxwell Kelch, owner of KENO radio and The Las Vegas Chamber of Commerce setup the Live Wire Fund to promote the City, hiring big name ad agencies to make the pitch. We will explore some of the best campaigns to market the City.

Annex the Strip (1946) City leaders had long had their eyes on the Strip, always assuming that it would eventually become part of the City's tax base. With an increase in population and many demands on the City, Las Vegas was facing some serious infrastructure challenges. In 1946, Mayor Ernie Cragin made the move to annex the Strip. He badly needed revenue to repair City streets, the sewer system and other vital services. We will explore the tension between downtown and the Strip, and the Mayor's ongoing struggle to finance City upgrades. When Mayor Cragin finally decided to use a gas

tax to finance improvements such as sidewalks, they didn't reach into the Westside. Tax revenues, the Mayor said, were too low. We will explore the challenges faced by City leaders to manage the repercussions of immense growth. The infrastructure was under great pressure, leading to serious water shortages and poor sanitary conditions. By 1949, faucets ran dry at the Las Vegas Hospital.

The Big Time - In 1946, two big time crime figures stepped up their game in Las Vegas. Bugsy Siegel and Guy McAfee were opening glitzy, new casinos, both bank-rolled by crime syndicates. Siegel financed the Flamingo with money from an Eastern crime organization, forever changing the trajectory of Las Vegas's association with the mob. Siegel brought with him glamour and Hollywood glitz. Headlining opening night in December of 1946 was comedian Jimmy Durante, Cuban Band leader Xavier Cugat and a host of Siegel's Hollywood friends. Bad weather, however, damped the night. On August 30, 1946, the Golden Nugget opened. 20,000 people were invited. McAfee said it was the "largest casino in the world." We will explore the rise of mob involvement in Las Vegas during the 40's, the City Government's response to this seismic shift, and the lasting impact on the City.

A New Air Force Base (1947- 1949) In 1947, the newly established U.S. Airforce was looking for a place to train young pilots. They had their eye on the old gunnery school range. The Cold War was taking hold and money was to be had to fight it. Again, Senator McCarran would go to bat for federal dollars to help Nevada and in this case the City of Las Vegas. He pushed for a new airport so the tourists weren't competing with military air traffic. The Gunnery School re-opened in January 1949 for advanced pilot training. They had the first gunnery meet, and in May the official opening of the Aircraft Gunnery School. A year later it would be re-named Nellis Air Force Base.

Entertainment Capital of the World (1944-1949) Throughout the second half of the decade, Las Vegas was booming with world class entertainment. With the opening of the Huntridge Theater after the war, there was a flood of movie theaters as well as world class entertainment. Showgirls, Liberace, Sophie Tucker of the Last of the Red Hot Mamas, Lena Horne, Dean Martin, Jerry Lewis, Ray Rodgers, Mae West and Frank Sinatra were all part of the entertainment world of the 40's. By 1948, flights were arriving at the new McCarran Airport. We will explore the burgeoning entertainment industry of the 40's that set the stage for the thriving tourist economy of the future.

Potential Interviews

For Las Vegas Part IV, we hope to feature more personal recollections of those who lived in Las Vegas during the 40's. This will add a compelling human perspective to the film. Additional research is necessary to identify these individuals. Our current line-up of experts will remain. Their depth of knowledge and enthusiasm for the subject is invaluable.

Michael Green - Associate Professor, University of Las Vegas
Geoff Schumacher – Writer, Historian and Museum Executive
Bob Stoldal – Historian
Mark-Hall Patton- Clark County Museum
Dennis McBride – Historian
Lynn Nook – Author, *Gambling on A Dream*
Claytee White, UNLV Oral History Research Center
Senator Byron and others who can talk about growing up in Las Vegas in the 40's

Production - The Company shall manage and direct all personnel required to film, produce, and deliver the Film as agreed upon in the Final Script and Design documents.

- The Company shall obtain all necessary permissions, licenses, rights, and clearances, and shall perform all pertinent patent, trademark, and copyright releases for any protected work it uses. The Commission will provide access to all works it owns for use in the Film. The Company will provide written documentation of all applicable rights clearances for use in the Film. The Company shall supply a list of all raw content, including imagery, interviews, and clips used in the Film with either a confirmation of it being in the public domain, or a signed agreement Commission to use the media.
- The Company will produce the complete Film.
- The Company will provide the Commission with all raw files, understanding that additional permission may be needed to use such raw content for projects outside of the scope of this Film. Signed agreements accompanying raw files will detail limitations on use. The Commission understands that interview segments or other raw files not included in the Film may contain incorrect information such as dates and names.

Post Production - The Company will complete the Film including editing and sound design. The Company will caption the finished Film and provide an open captioned version, .sec files, and an uncaptioned version for the Film, using font and style guidelines approved by the Commission as part of the conceptual design proposal.

Approvals and Reporting - Between Contract Award and final invoice payment, the Company will report project status and any issues to the Commission Executive Director at least once a month. The Commission must approve scripts, edited segments, and final production.

Deliverable Specifications - Final productions should be submitted with Apple Pro Res 422L T, or H262 at 720P (1280 x 720) at 59.94fps.

Distribution - The Commission will coordinate with the City of Las Vegas to air the documentary on its government access television station KCLV, Channel 2. The documentary may be aired as part of a panel discussion. The Commission will also make the documentaries available to the Clark County School District, and to other entities. The Commission may choose to sell, rent or license the Film and/or raw content and source material in the future, subject to any restrictions on the raw content in the applicable rights clearances.

Brief Description

The City of Las Vegas: The Fifties

(A full-conceptual outline and a list of potential interviews for the 50's documentary is a deliverable in the production schedule* see Contract C-2 above.)

Two predominate sounds ring in the 1950's – the sound of new construction and blasts from the atomic test site. By the 50's, it is clear that tourism and defense spending will fuel Las Vegas's continued growth. Everywhere you look, a new hotel is going up on Fremont Street or on the Strip, and the tension between these two disparate economic entities continues to grow. As Las Vegas becomes known as the "Up and Atom City," the Chamber of Commerce sees new economic opportunity. There are calendars showing vantage points to view the blasts, atomic cocktails, atomic hair-dos and the Miss Atomic Blast beauty contest. The Atomic Energy Commission minimizes the health risks while tourists and Las Vegas live it up in the glow of each atomic test.

The 50's were also a golden era of entertainment in Las Vegas, and a stellar line-up of stars kept coming. The competition for talent led to high-flying compensation packages. In 1953 Marlene Dietrich received the largest paycheck to date for her Las Vegas debut - \$30,000 per week.

For the City leaders, this is an exciting time, but challenging none-the less. In late 1950 Senator Estes Kefauver opened a five-month probe of organized crime, holding hearings in Las Vegas. The Strip, still an economic conundrum for the Las Vegas City Commission, is an entertainment hot spot. Again, the City of Las Vegas will try to annex the Strip. All this, while mob influences are settling in, creating an economic synergy that is hard to refuse.

Production - The Company shall manage and direct all personnel required to film, produce, and deliver the Film as agreed upon in the Final Script and Design documents.

- The Company shall obtain all necessary permissions, licenses, rights, and clearances, and shall perform all pertinent patent, trademark, and copyright releases for any protected work it uses. The Commission will provide access to all works it owns for use in the Film. The Company will provide written documentation of all applicable rights clearances for use in the Film. The Company shall supply a list of all raw content, including imagery, interviews, and clips used in the Film with either a confirmation of it being in the public domain, or a signed agreement Commission to use the media.
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ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /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: Boyd Productions, LLC	
Address: 52 Wells Road	City / ST / Zip: West Harford, CT 06107
Telephone: 860-233-5870	EIN or DUNS : 965901986
Block 2: Description / Subject Matter of Contract	
Services for: Historical Documentary film, CLV The Forties and The Fifties	Project Number: 210254-JH
Block 3: Type of Business	
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:	

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /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	JENNIFER Boyd, Owner	52 Wells Rd, W. Hartford, CT 06107	860-283-58
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 and /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: _____

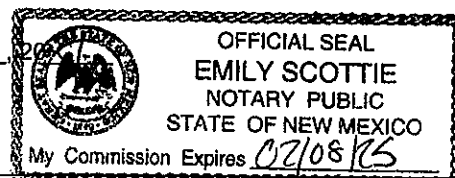
Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

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.

J. Boyd
Signature
May 25, 2021
Date

Subscribed and sworn to before me this 25th day of May

Emily Scottie
Notary Signature



City of Las Vegas

AGENDA MEMO **SPECIAL COMMISSION FOR THE LAS VEGAS CENTENNIAL** **MEETING OF: JUNE 10, 2021**

DEPARTMENT: PLANNING

DIRECTOR: SETH T. FLOYD, ESQ.

**EXECUTIVE DIRECTOR FOR THE CENTENNIAL COMMISSION: DR.
DIANE SIEBRANDT**

☐ Action

☒ Report

SUBJECT:

21-0336-CLC1 - Discussion regarding the creation of a City of Las Vegas Museum

PURPOSE

At the March 22, 2021 Centennial Commission meeting, a report was presented to the Commissioners regarding the steps necessary to start a city museum. The Chairwoman suggested that the Commission discuss this item further at a separate meeting dedicated to this topic. This special meeting serves as the discussion regarding the potential of creating a City of Las Vegas Museum.

Findings:

The Commissioners were provided with the below bullet pointed items at the March 22 meeting and were tasked with envisioning how each point would be addressed:

- What is the Vision/Mission Statement of a proposed museum
- Determine if the community wants or needs this type of museum
- Where would funding come from to start and maintain a museum
- Understand legal and tax obligations to establish and run a museum
- Understand the staffing requirements to start and maintain a museum
- How to obtain collections for display
- Determine the size and location of a museum
- Would a Feasibility Study be necessary

BACKUP DOCUMENTATION:

1. PowerPoint Presentation

Item 5

**Discussion regarding the creation of a City of
Las Vegas Museum.**

- What is the Vision/Mission Statement of a proposed museum?
- Does the community want or need this type of museum?
- Where would funding come from to start and maintain a museum?
- Would it be a non-profit museum?
- What staffing positions are needed?
- How would collections and exhibits be acquired?
- Where would the museum be located?
- What would be the size of the museum?
- Would a Feasibility Study be necessary?

City of Las Vegas

AGENDA MEMO **SPECIAL COMMISSION FOR THE LAS VEGAS CENTENNIAL** **MEETING OF: JUNE 10, 2021**

DEPARTMENT: PLANNING

DIRECTOR: SETH T. FLOYD, ESQ.

**EXECUTIVE DIRECTOR FOR THE CENTENNIAL COMMISSION: DR.
DIANE SIEBRANDT**

☐ **Action**

☒ **Report**

SUBJECT:

21-0338-CLC1 - Discussion regarding topics for future agenda items. Comments made during this portion of the agenda by individual members shall refer solely to proposals for future agenda items and any discussion shall be limited to whether or not such proposed items are within the purview of the Commission and/or whether such proposed items shall be placed on a future agenda. No discussion regarding the substance of any such proposed topic shall occur and no action shall be taken.

PURPOSE

Comments made during this portion of the agenda by individual members shall refer solely to proposals for future agenda items and any discussion shall be limited to whether or not such proposed items are within the purview of the Commission and/or whether such proposed items shall be placed on a future agenda. No discussion regarding the substance of any such proposed topic shall occur and no action shall be taken.

Findings:

Report only

BACKUP DOCUMENTATION

None