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

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.

December 7, 2022
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment prior to the meeting, during the comments period.

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. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The City 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 City Council Meeting.

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Pastor Jason Adams, Good Samaritan Lutheran at the Lakes

4. Pledge of Allegiance

5. Oath of Office Administered to Elected Officials - Councilwoman Ward 4 Francis Allen-Palenske and Councilwoman Ward 6 Nancy Brune

6. Recognition of the Citizen of the Month

7. Recognition of the Las Vegas News Bureau's 75th Anniversary

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

8. 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 - 9:30 A.M. Session

9. For Possible Action - Any items from the 9:30 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.

   Motion made by Carolyn Goodman to Hold in Abeyance Items 33a-33d to 12/21/2022

   Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

   For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

10. For possible action to approve the Final Minutes by reference of the November 2, 2022 Regular City Council Meeting

    Motion made by Carolyn Goodman to Approve

    For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

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

11. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $265,051 to support the Southern Nevada Community Emergency Response Team (CERT) - All Wards

    Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

12. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG) in the amount of $446,575.71 to support the City of Las Vegas Emergency

Management Program - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

13. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $102,693 to support the City of Las Vegas Southern Nevada X-Ray Compatibility - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

14. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $68,553 to support the City of Las Vegas Emergency Management Alerting Mass Notification - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

15. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $70,429.92 to support the City of Las Vegas - Las Vegas Fire and Rescue (LVFR) Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE) Training - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

16. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $253,484 to support the City of Las Vegas Metropolitan Medical Response System - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

17. For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $124,535 to create and support the Southern Nevada Community Emergency Response Team (CERT) Volunteer Program - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

COMMUNITY DEVELOPMENT - BUSINESS LICENSING - CONSENT

18. For possible action to approve a Temporary Massage Establishment license for A ZEN HEALTH & WELLNESS CENTER LLC dba A ZEN HEALTH & WELLNESS CENTER LLC at 6600 West Charleston Boulevard Suite #101 [Jennifer Durham, Managing Member] - Ward 1 (Knudsen)

    Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

FINANCE - PURCHASING AND CONTRACTS - CONSENT

19. For possible action to approve award of Contract No. 230095-DG, Blanket Services for Subsurface Utility Engineering (SUE) - Department of Public Works - Award recommended to: HORROCKS ENGINEERS, INC. (Not-to-Exceed $200,000 - Various Funds) - All Wards

    Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

20. For possible action to approve award of Contract No. 230096-DG, Blanket Services for Mechanical, Plumbing & Electrical Services - Department of Public Works - Award recommended to: T. J. KROB CONSULTING ENGINEERS, INC. DBA TJK CONSULTING ENGINEERS, INC. (Not-to-Exceed $200,000 - Various Funds) - All Wards

    Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

21. For possible action to approve award of Contract No. 230097-DG, Blanket Services for Building Commissioning Services - Department of Public Works - Award recommended to: TMCX SOLUTIONS, LLC (Not-to-Exceed $100,000 - Various Funds) - All Wards

    Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

22. For possible action to approve award of Modification No. 1 to Mutual Use Contract No. 220127-BW, Replacement Street Sweepers - Department of Public Works - Award recommended to: TYMCO, INC. (Not-to-Exceed $1,248,180 - City Equipment Acquisition Internal Service Fund) - All Wards

    Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

23. For possible action to approve award of Modification No. 3 to Contract No. 210026-PH, Enterprise Records Management and Warehouse Management Software and Professional Services - Office of the City Clerk - Award recommended to: INFORMATION FIRST, INC. (Not-to-Exceed $367,173.08 - IT CIP Projects Internal Service Fund) - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

24. For possible action to approve award of Addendum No. 3 to Contract No. 180399-PH, Colocation Facilities Agreement - Department of Innovation and Technology - Award recommended to: SWITCH ($203,346 for two years of service - Computer Services Internal Service Fund) - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

25. For possible action to approve award of Modification No. 1 to Contract No. 180029-PH, Information Technologies Master Services Agreement - Department of Innovation and Technology - Award recommended to: ARISANT, LLC (Not-to-Exceed $300,000 - Various Funds) - All Wards

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

RESOLUTIONS - CONSENT

26. R-53-2022 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Incentive Program (MFR-UIP) Agreement between the RDA and 1410 S Casino Center LLC and 1416 S Casino Center LLC (Owner), located at 1410 and 1416 South Casino Center Boulevard (APN's 162-03-210-044 and -045), 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 4 (RA-6-2022)]

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

27. R-54-2022 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Improvement Program (MFR-VIP) Agreement between the RDA and 1410 S Casino Center LLC and 1416 S Casino Center LLC (Owner), located at 1410 and 1416 South Casino Center Boulevard (APN's 162-03-210-044 and -045), 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-7-2022)]

Motion made by Carolyn Goodman to Approve the Consent Agenda except Item(s) None

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

DISCUSSION/ACTION ITEMS

CITY ATTORNEY - DISCUSSION

28. Hearing and discussion for possible action regarding a complaint for disciplinary action against Michel SG Corporation d/b/a San Pedro Store, Gume Montano, President, and Maria Menjivar, Secretary, whose place of business is located at 1036 North Rancho Drive, Las Vegas, Clark County, Nevada, 89106 as holders of General Retail Sales of Beauty Supplies License No. G62-04577 for violations of the Las Vegas Municipal Code - Ward 5 (Crear)

    Motion made by Cedric Crear to Hold in Abeyance to 2/15/2023

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

BOARDS AND COMMISSIONS - DISCUSSION

29. Discussion for possible action regarding the reappointment of Brendan Gaughan to the Audit Oversight Committee

    Motion made by Carolyn Goodman to Approve the reappointment

    Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

    For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

RECOMMENDING COMMITTEE REPORT - DISCUSSION

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.

30. Bill No. 2022-26 - Amends LVMC Chapter 7.40, regarding professional animal handler and breeder permits, to expand the scope of the permit requirement to include animal rescue operations, to require background checks, and to establish additional operational requirements for the holders of certain permits. Sponsored by: Councilwoman Victoria Seaman

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.

31. Bill No. 2022-28 - Amends various provisions of LVMC Title 7 to increase from four to six the number of dogs or cats that can be kept at a particular place or residence without a specific permit to do so, and makes corresponding adjustments to the number of dogs and cats to which dog fancier, cat fancier and pet fancier permits apply. Sponsored by: Councilwoman Victoria Seaman

32. Bill No. Z-2022-1 - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Seth T. Floyd, Director of Community Development

COMMUNITY DEVELOPMENT - DISCUSSION

33. 22-0391 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: AMBLESIDE PROPERTIES, LLLP - For possible action on the following Land Use Entitlement project requests on 13.87 acres located on the north side of Alpine Place approximately 250 feet west of Decatur Boulevard (APN 138-36-811-000), Ward 1 (Knudsen). Staff recommends APPROVAL on 22-0391-ZON1. Staff recommends DENIAL on 22-0391-VAR1, 22-0391-VAC1 and 22-0391-TMP1. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

    33a. 22-0391-ZON1 - ABEYANCE ITEM - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO R-TH

(SINGLE-FAMILY ATTACHED)

Motion made by Carolyn Goodman to Hold in Abeyance Items 33a-33d to 12/21/2022

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

33b. 22-0391-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW A PRIVATE STREET WITHOUT A GATE THAT DOES NOT MEET COMPLETE STREET STANDARDS

Motion made by Carolyn Goodman to Hold in Abeyance Items 33a-33d to 12/21/2022

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

33c. 22-0391-VAC1 - ABEYANCE ITEM - VACATION - PETITION TO VACATE 30 FEET OF PUBLIC RIGHT-OF-WAY KNOWN AS APPIAN WAY

Motion made by Carolyn Goodman to Hold in Abeyance Items 33a-33d to 12/21/2022

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

33d. 22-0391-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - ALPINE & APPIAN SINGLE-FAMILY RESIDENTIAL - FOR A 32 LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

Motion made by Carolyn Goodman to Hold in Abeyance Items 33a-33d to 12/21/2022

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Olivia Diaz, Francis Allen-Palenske;

REPORTS AND PRESENTATIONS

34. Report by Jorge Cervantes, City Manager, and Dina Babsky, Strategic Initiatives Manager, regarding an update on the Citywide Strategic Plan and the online Performance Dashboard - All Wards

SET DATE

35. 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

36. 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.

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

COUNCIL MEMBER RECOGNITION

38. 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 WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN NRS 241.020:
The City of Las Vegas website – www.lasvegasnevada.gov
The Nevada Public Notice website – notice.nv.gov
City Hall, 495 South Main Street, 1st Floor

AGENDA SUMMARY PAGE

City Council
Meeting of: December 7, 2022

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

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: December 7, 2022

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Pastor Jason Adams, Good Samaritan Lutheran at the Lakes

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
5

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

SUBJECT:
Oath of Office Administered to Elected Officials - Councilwoman Ward 4 Francis Allen-Palenske and Councilwoman Ward 6 Nancy Brune

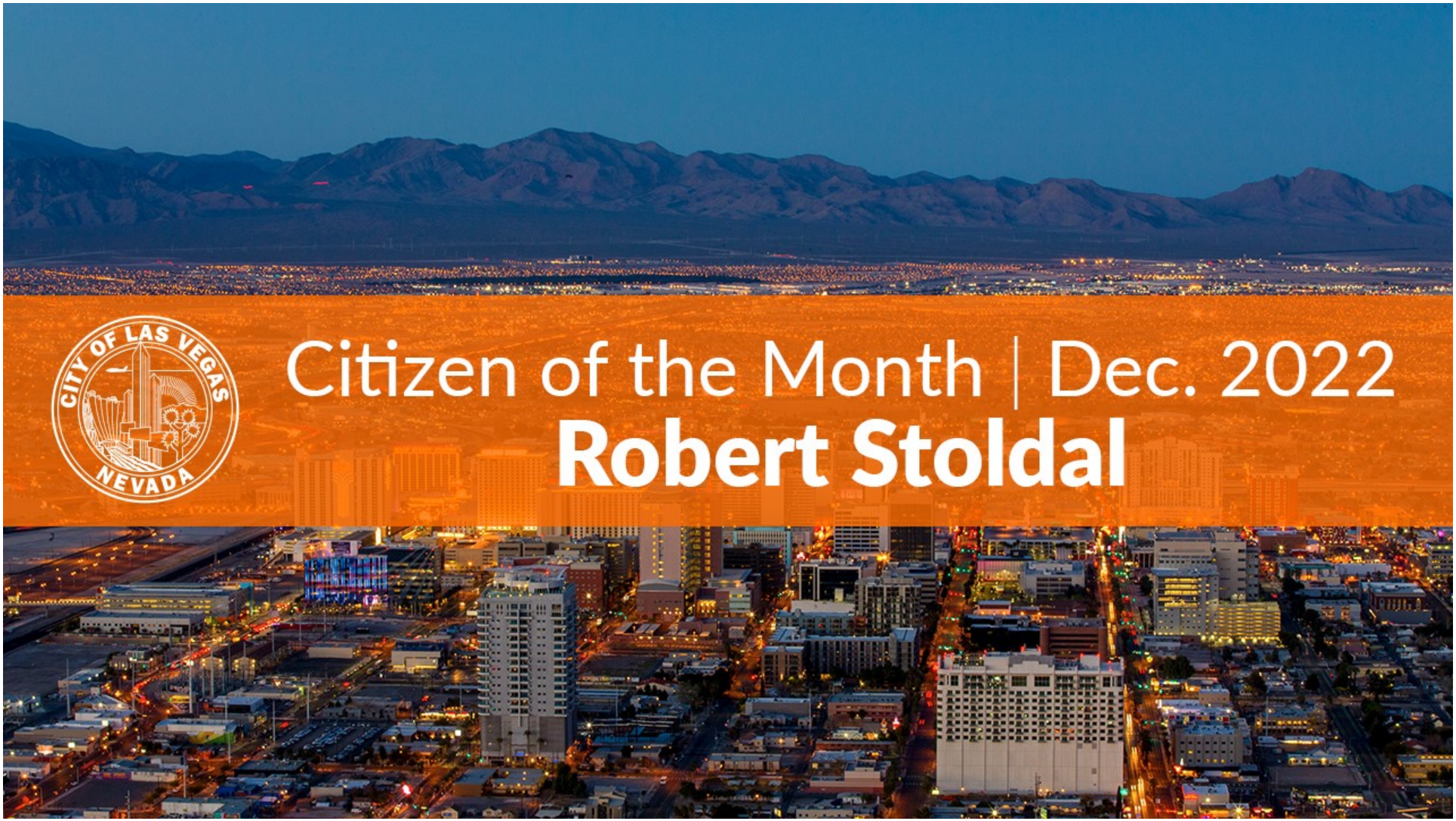
AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
6

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copies of Citizen of the Month Slide and Announcement for Robert Stoldal by Staff



Submitted at Meeting
Date: 12/7/22 Item: 6
By Staff

City of Las Vegas

Citizens of the Month

Presented to

Robert Stoldal

On the 7th of December 2022

CITY OF LAS VEGAS NEVADA

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Submitted at City Council
Date 12/7/22 Item 6
By: Staff

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
7

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of the Las Vegas News Bureau's 75th Anniversary

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Proclamation for the Las Vegas News Bureau by Staff

WHEREAS; THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY (LVCVA) LAS VEGAS NEWS BUREAU IS CELEBRATING ITS 75TH ANNIVERSARY; AND

WHEREAS; THE LAS VEGAS NEWS BUREAU HAS DOCUMENTED LAS VEGAS HISTORY AND PROMOTED TOURISM TO SOUTHERN NEVADA SINCE 1947; AND

WHEREAS; THE FIRST PHOTO CAPTURED IN THE COLLECTION WAS TAKEN IN DOWNTOWN LAS VEGAS OF HELLDORADO DAYS ON MAY 15, 1947; AND

WHEREAS; FOR DECADES THE LAS VEGAS NEWS BUREAU HAS PLAYED AN INTEGRAL ROLE IN PROMOTING TOURISM TO LAS VEGAS BY DOCUMENTING AND SHARING WORLDWIDE THE SIGHTS AND SOUNDS OF FABULOUS LAS VEGAS AND THE VEGAS VALLEY; AND NOW

THEREFORE; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM DECEMBER 7, 2022, AS:

Las Vegas News Bureau Day

IN THE CITY OF LAS VEGAS AND ASK ALL RESIDENTS AND VISITORS JOIN ME IN RECOGNIZING THE LAS VEGAS NEWS BUREAU FOR CAPTURING AND CATALOGING LAS VEGAS HISTORY. WITH MORE THAN 7 MILLION IMAGES, 11,000 PIECES OF FILM AND VIDEO, AND 1,300-LINEAR-FEET OF MANUSCRIPTS AND ARTIFACTS, THE ARCHIVE IS ESTIMATED TO BE THE LARGEST AND MOST COMPREHENSIVE COLLECTION OF SOUTHERN NEVADA IMAGERY IN THE WORLD.

IN WITNESS WHEREOF:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 7TH DAY OF DECEMBER 2022

_____
HONORABLE CAROLYN G. GOODMAN
MAYOR, CITY OF LAS VEGAS

Submitted at Meeting
Date: 12/7/22 Item: 7
By Staff

AGENDA SUMMARY PAGE

City Council
Meeting of: December 7, 2022

Agenda Item No.:
8

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: December 7, 2022

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9:30 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: December 7, 2022

Agenda Item No.:
10

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the November 2, 2022 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
11

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $265,051 to support the Southern Nevada Community Emergency Response Team (CERT) - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $265,051 in reimbursement funds to the City of Las Vegas in support of the Southern Nevada Community Emergency Response Team Program. This funding enables the City of Las Vegas to recover Office of Emergency Management personnel, equipment, training materials and travel expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) Grant Award Letter ($265,051) - Performance period September 1, 2022 through August 31, 2024



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City of Las Vegas
Southern Nevada Community Emergency Response Team (CERT)
265,051.00

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

Federal Grant Award Number: EMW-2022-SS-0019-S01

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: HJS3TZHWWJX5

Sub Grantee Award Amount: $265,051.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.22)

Project Title: Southern Nevada Community Emergency Response Team (CERT)

Subrecipient Award Period: September 1, 2022 – August 31, 2024

Federal Award Period to DEM: September 1, 2022 – August 31, 2025

Federal Award Amount to DEM: $ 10,097,500.00

This award in the amount of $265,051.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas (Subrecipient), Carolyn G. Goodman, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright
City of Las Vegas must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
City of Las Vegas is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
City of Las Vegas must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegas from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
City of Las Vegas must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act
City of Las Vegas must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies
City of Las Vegas must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving
City of Las Vegas is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974
City of Las Vegas must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.

section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
City of Las Vegas must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions
City of Las Vegas must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act
City of Las Vegas must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement
City of Las Vegas must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this

program are incorporated here by reference in the award terms and conditions. City of Las Vegas must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the City of Las Vegas to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas ; and
   d. Grant funds shall not be used to supplant expenditures controlled by the City of Las Vegas or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation
City of Las Vegas understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring

City of Las Vegas agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegas under this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas , its officers, employees, and agents. City of Las Vegas obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegas waives any rights of subrogation against the State. City of Las Vegas duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, hereby certifies that the City of Las Vegas will comply with the above grant award, assurances, and certifications.

MOU Applicable: No

If this award is for the State Homeland Security Program (SHSP) and The Memorandum Understanding (MOU) is required. City of Las Vegas is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Las Vegas

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and NDEM, and City of Las Vegas (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means the Federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

NOFO means Notice of Funding Opportunity

NRAC – Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through NDEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;
4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

City of Las Vegas as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with the reobligation guidelines;
6. Compliance with all applicable Federal Code of Regulations;
7. Compliance with all applicable Nevada Revised Statutes;
8. Compliance with the Grant Management Guide and all revisions; and
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2022 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Strategic Priorities 2022 - 2024 (attached in Resource Documents)

FFY 2022 Homeland Security Grant Program Allocations Spreadsheets (attached in Resource Documents)

IN WITNESS WHEREOF, the City of Las Vegas , (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the City of Las Vegas **is agreeing to the terms of the MOU.**

Documents

Nevada Office of the Military,

City of Las Vegas	Division of Emergency Management
Line-item Detail Budget	David Wm. Fogerson 10/19/2022 1:05:43 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

City of Las Vegas	Nevada Office of the Military, Division of Emergency Management
~~Not signed yet.~~	David Wm. Fogerson 10/19/2022 12:49:15 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures Appear on Next Page

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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) [Southern Nevada Community Emergency Response Team (CERT)] Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

10/31/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
12

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG) in the amount of $446,575.71 to support the City of Las Vegas Emergency Management Program - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $446,575.71in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. This funding enables the City of Las Vegas to recover Office of Emergency Management personnel, equipment, operating supplies, and training and travel expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Grant Award Letter ($446,575.71) - Performance period October 1, 2021 through September 30, 2023



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City of Las Vegas
City of Las Vegas
446,575.71

Sub-Grantee Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), EMPG

Federal Grant Award Number: EMF-2022-EP-00002

DEM UEI (formerly DEM DUNS): XVTREHCXGM77

Subrecipient UEI (formerly DUNS): HJS3TZHWWJX5

Sub Grantee Award Amount: $446,575.71

Sub Grantee Required Match Amount: $446575.71

Assistance Listing Number (ALT) (formerly CFDA) Project #97.042 (DEM Internal # 97042.22)

Project Title: City of Las Vegas

Subrecipient Award Period: October 1, 2021 - September 30, 2023

Subrecipient Award Period for Salary: October 1, 2021 - September 30, 2022

Federal Award Period to DEM: October 1, 2021 - September 30, 2024

Federal Award Amount to DEM: $5,289,011.00

This award in the amount of $446,575.71 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas(Subrecipient), Carolyn G. Goodman, Mayor, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright

City of Las Vegas must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension

City of Las Vegas is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations

City of Las Vegas must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegasfrom shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

City of Las Vegas must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act

City of Las Vegas must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies

City of Las Vegas must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

City of Las Vegas is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974

City of Las Vegas must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

City of Las Vegas must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions

City of Las Vegas must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act

City of Las Vegas must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement
City of Las Vegas must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. City of Las Vegas must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the ${Legal Name to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas; and
   d. Grant funds shall not be used to supplant expenditures controlled by the
   City of Las Vegasor its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegasis no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation

City of Las Vegas understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring
City of Las Vegas agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegasunder this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas, its officers, employees, and agents. City of Las Vegas obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegaswaives any rights of subrogation against the State. City of Las Vegas duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, Mayor, hereby certifies that the City of Las Vegas will comply with the above grant award, assurances, and certifications.

Documents

City of Las Vegas	**Nevada Office of the Military, Division of Emergency Management**

David Wm. Fogerson
10/25/2022 8:34:47 PM
dfogerson@dps.state.nv.us
166.137.115.64

Signatures

City of Las Vegas

~~*Not signed yet.*~~

Signatures Appear on Next Page.

Nevada Office of the Military, Division of Emergency Management

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10/25/2022 8:34:51 PM
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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

11/8/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
13

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $102,693 to support the City of Las Vegas Southern Nevada X-Ray Compatibility - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $102,693 in reimbursement funds to the City of Las Vegas in support of the Las Vegas Fire and Rescue Southern Nevada X-Ray Compatibility Program. This funding enables the City of Las Vegas to recover Las Vegas Fire and Rescue Department equipment expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) Grant Award Letter ($102,693) - Performance period September 1, 2022 through August 31, 2024

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City of Las Vegas ~~LVFR Bomb Squad~~
Southern Nevada X-Ray Compatability
102,693.00

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas ~~LVFR Bomb Squad~~

Program Name: Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

Federal Grant Award Number: EMW-2022-SS-0019-S01

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: HJS3TZHWWJX5

Sub Grantee Award Amount: $102,693.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.22)

Project Title: Southern Nevada X-Ray Compatability

Subrecipient Award Period: September 1, 2022 – August 31, 2024

Federal Award Period to DEM: September 1, 2022 – August 31, 2025

Federal Award Amount to DEM: $ 10,097,500.00

This award in the amount of $102,693.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas ~~- LVFR Bomb Squad~~(Subrecipient), Carolyn G. Goodman, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas ~~- LVFR Bomb Squad~~ hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas ~~- LVFR Bomb Squad~~ is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas ~~- LVFR Bomb Squad~~ must request instructions from DEM to make proper disposition of the equipment pursuant to 2

C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas ~~- LVFR Bomb Squad~~ must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas ~~- LVFR Bomb Squad~~ must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas ~~- LVFR Bomb Squad~~ must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas ~~- LVFR Bomb Squad~~ must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas ~~- LVFR Bomb Squad~~ 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas ~~- LVFR Bomb Squad~~ from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas ~~- LVFR Bomb Squad~~ is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas ~~- LVFR Bomb Squad~~ may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas ~~LVFR Bomb Squad~~ must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright

City of Las Vegas ~~LVFR Bomb Squad~~ must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension

City of Las Vegas ~~LVFR Bomb Squad~~ is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations

City of Las Vegas ~~LVFR Bomb Squad~~ must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegas ~~LVFR Bomb Squad~~ from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

City of Las Vegas ~~LVFR Bomb Squad~~ must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act

City of Las Vegas ~~LVFR Bomb Squad~~ must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies

City of Las Vegas ~~LVFR Bomb Squad~~ must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

City of Las Vegas ~~LVFR Bomb Squad~~ is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974
City of Las Vegas - ~~LVFR Bomb Squad~~ must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas - ~~LVFR Bomb Squad~~ must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas - ~~LVFR Bomb Squad~~ is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
City of Las Vegas - ~~LVFR Bomb Squad~~ must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions
City of Las Vegas - ~~LVFR Bomb Squad~~ must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act
City of Las Vegas - ~~LVFR Bomb Squad~~ must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas - ~~LVFR Bomb Squad~~ must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement
City of Las Vegas - ~~LVFR Bomb Squad~~ must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas ~~- LVFR Bomb Squad~~ is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas ~~- LVFR Bomb Squad~~ is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas ~~- LVFR Bomb Squad~~ will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas ~~- LVFR Bomb Squad~~ must comply with the requirements of the government-wide financial assistance award

term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas ~~-LVFR Bomb Squad~~ is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas ~~-LVFR Bomb Squad~~ must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas ~~-LVFR Bomb Squad~~ must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas ~~-LVFR Bomb Squad~~ must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the City of Las Vegas ~~-LVFR Bomb Squad~~ to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas ~~-LVFR Bomb Squad~~ shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas ~~-LVFR Bomb Squad~~; and
   d. Grant funds shall not be used to supplant expenditures controlled by the City of Las Vegas ~~-LVFR Bomb Squad~~ or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegas -LVFR Bomb Squad- is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas -LVFR Bomb Squad- must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas -LVFR Bomb Squad- will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas -LVFR Bomb Squad- will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas -LVFR Bomb Squad- will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas -LVFR Bomb Squad- will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas -LVFR Bomb Squad- acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation

City of Las Vegas - LVFR Bomb Squad understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas - LVFR Bomb Squad will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring
City of Las Vegas - LVFR Bomb Squad agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas - LVFR Bomb Squad shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas - LVFR Bomb Squad shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegas - LVFR Bomb Squad under this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas - LVFR Bomb Squad, its officers, employees, and agents. City of Las Vegas - LVFR Bomb Squad obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegas - LVFR Bomb Squad waives any rights of subrogation against the State. City of Las Vegas - LVFR Bomb Squad duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas - LVFR Bomb Squad has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas - LVFR Bomb Squad to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas - LVFR Bomb Squad shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, hereby certifies that the City of Las Vegas - LVFR Bomb Squad will comply with the above grant award, assurances, and certifications.

MOU Applicable: No

If this award is for the State Homeland Security Program (SHSP) and The Memorandum Understanding (MOU) is required. City of Las Vegas - LVFR Bomb Squad is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Las Vegas - LVFR Bomb Squad

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and NDEM, and City of Las Vegas - LVFR Bomb Squad (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means the Federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

NOFO means Notice of Funding Opportunity

NRAC – Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through NDEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;
4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

City of Las Vegas - LVFR Bomb Squad as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with the reobligation guidelines;
6. Compliance with all applicable Federal Code of Regulations;
7. Compliance with all applicable Nevada Revised Statutes;
8. Compliance with the Grant Management Guide and all revisions; and
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2022 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Strategic Priorities 2022 - 2024 (attached in Resource Documents)

FFY 2022 Homeland Security Grant Program Allocations Spreadsheets (attached in Resource Documents)

IN WITNESS WHEREOF, the City of Las Vegas - LVFR Bomb Squad, (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the City of Las Vegas - LVFR Bomb Squad **is agreeing to the terms of the MOU.**

Documents

City of Las Vegas ~~LVFR Bomb Squad~~	Nevada Office of the Military, Division of Emergency Management
Line-item Detail Budget	David Wm. Fogerson 10/19/2022 1:06:03 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

City of Las Vegas ~~LVFR Bomb Squad~~	Nevada Office of the Military, Division of Emergency Management
~~Not signed yet.~~	David Wm. Fogerson 10/19/2022 12:49:52 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures Appear on Next Page

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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) [Southern Nevada X-Ray Compatability] Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

10/31/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
14

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $68,553 to support the City of Las Vegas Emergency Management Alerting Mass Notification - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $68,553 in reimbursement funds to the City of Las Vegas in support of the Mass Notification program. This funding enables the City of Las Vegas to recover Office of Emergency Management expenses for contract services for emergency alerting and mass notification and communication services.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) Grant Award Letter ($68,553) - Performance period September 1, 2022 through August 31, 2024

Powered by ZoomGrants™

City of Las Vegas
Emergency Alerting Mass Notification
68,553.00

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

Federal Grant Award Number: EMW-2022-SS-0019-S01

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: HJS3TZHWWJX5

Sub Grantee Award Amount: $68,553.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.22)

Project Title: Emergency Alerting Mass Notification

Subrecipient Award Period: September 1, 2022 – August 31, 2024

Federal Award Period to DEM: September 1, 2022 – August 31, 2025

Federal Award Amount to DEM: $ 10,097,500.00

This award in the amount of $68,553.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas(Subrecipient), Carolyn G. Goodman, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright
City of Las Vegas must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
City of Las Vegas is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
City of Las Vegas must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegasfrom shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
City of Las Vegas must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act
City of Las Vegas must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies
City of Las Vegas must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving
City of Las Vegas is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974
City of Las Vegas must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.

section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
City of Las Vegas must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions
City of Las Vegas must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act
City of Las Vegas must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement
City of Las Vegas must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this

program are incorporated here by reference in the award terms and conditions. City of Las Vegas must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the City of Las Vegas to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas; and
   d. Grant funds shall not be used to supplant expenditures controlled by the City of Las Vegas or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation
City of Las Vegas understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring

City of Las Vegas agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegasunder this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas, its officers, employees, and agents. City of Las Vegas obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegas waives any rights of subrogation against the State. City of Las Vegas duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, hereby certifies that the City of Las Vegas will comply with the above grant award, assurances, and certifications.

MOU Applicable: No

If this award is for the State Homeland Security Program (SHSP) and The Memorandum Understanding (MOU) is required. City of Las Vegas is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Las Vegas

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and NDEM, and City of Las Vegas (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means the Federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

NOFO means Notice of Funding Opportunity

NRAC – Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through NDEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;
4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

City of Las Vegas as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with the reobligation guidelines;
6. Compliance with all applicable Federal Code of Regulations;
7. Compliance with all applicable Nevada Revised Statutes;
8. Compliance with the Grant Management Guide and all revisions; and
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2022 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Strategic Priorities 2022 - 2024 (attached in Resource Documents)

FFY 2022 Homeland Security Grant Program Allocations Spreadsheets (attached in Resource Documents)

IN WITNESS WHEREOF, the City of Las Vegas, (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the City of Las Vegas **is agreeing to the terms of the MOU.**

Documents

Nevada Office of the Military,

City of Las Vegas	Division of Emergency Management
Line-item Detail Budget	David Wm. Fogerson 10/19/2022 1:05:21 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

City of Las Vegas	Nevada Office of the Military, Division of Emergency Management
~~Not signed yet.~~	David Wm. Fogerson 10/19/2022 12:47:59 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures Appear on Next Page

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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) [Emergency Alerting Mass Notification] Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

10/31/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
15

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $70,429.92 to support the City of Las Vegas - Las Vegas Fire and Rescue (LVFR) Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE) Training - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $70,429.92 in reimbursement funds to the City of Las Vegas in support of the Las Vegas Fire and Rescue Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE) Training Program. This funding enables the City of Las Vegas to recover Las Vegas Fire and Rescue Department training expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) Grant Award Letter ($70,429.92) - Performance period September 1, 2022 through August 31, 2024

Powered by ZoomGrants™

City of Las Vegas
City of Las Vegas - LVFR CBRNE Training
70,429.92

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

Federal Grant Award Number: EMW-2022-SS-0019-S01

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: HJS3TZHWWJX5

Sub Grantee Award Amount: $70,429.92

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.22)

Project Title: LVFR CBRNE Training

Subrecipient Award Period: September 1, 2022 – August 31, 2024

Federal Award Period to DEM: September 1, 2022 – August 31, 2025

Federal Award Amount to DEM: $ 10,097,500.00

This award in the amount of $70,429.92 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas(Subrecipient), Carolyn G. Goodman, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright
City of Las Vegas must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
City of Las Vegas is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
City of Las Vegas must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegasfrom shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
City of Las Vegas must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act
City of Las Vegas must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies
City of Las Vegas must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving
City of Las Vegas is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974
City of Las Vegas must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.

section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
City of Las Vegas must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions
City of Las Vegas must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act
City of Las Vegas must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement
City of Las Vegas must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this

program are incorporated here by reference in the award terms and conditions. City of Las Vegas must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the City of Las Vegas to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas; and
   d. Grant funds shall not be used to supplant expenditures controlled by the City of Las Vegas or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation
City of Las Vegas understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring

City of Las Vegas agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegasunder this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas, its officers, employees, and agents. City of Las Vegas obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegas waives any rights of subrogation against the State. City of Las Vegas duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, hereby certifies that the City of Las Vegas will comply with the above grant award, assurances, and certifications.

MOU Applicable: No

If this award is for the State Homeland Security Program (SHSP) and The Memorandum Understanding (MOU) is required. City of Las Vegas is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Las Vegas

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and NDEM, and City of Las Vegas (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means the Federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

NOFO means Notice of Funding Opportunity

NRAC – Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through NDEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;
4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

City of Las Vegas as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with the reobligation guidelines;
6. Compliance with all applicable Federal Code of Regulations;
7. Compliance with all applicable Nevada Revised Statutes;
8. Compliance with the Grant Management Guide and all revisions; and
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2022 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Strategic Priorities 2022 - 2024 (attached in Resource Documents)

FFY 2022 Homeland Security Grant Program Allocations Spreadsheets (attached in Resource Documents)

IN WITNESS WHEREOF, the City of Las Vegas, (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the City of Las Vegas **is agreeing to the terms of the MOU.**

Documents

Nevada Office of the Military,

City of Las Vegas	Division of Emergency Management
Line-item Detail Budget	David Wm. Fogerson 10/19/2022 1:05:12 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

City of Las Vegas

~~Not signed yet.~~

Signatures Appear on next Page

Nevada Office of the Military, Division of Emergency Management

David Wm. Fogerson
10/19/2022 12:47:41 PM
dfogerson@dps.state.nv.us 166.137.175.63

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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) [City of Las Vegas - LVFR CBRNE Training] Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

10/31/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
16

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $253,484 to support the City of Las Vegas Metropolitan Medical Response System - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $253,484 in reimbursement funds to the City of Las Vegas in support of the Metropolitan Medical Response System Program. This funding enables the City of Las Vegas to recover Las Vegas Fire and Rescue Department personnel, equipment and software maintenance expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) Grant Award Letter ($253,484) – Performance period September 1, 2022 through August 31, 2024



Powered by ZoomGrants™

City of Las Vegas - ~~Department of Fire & Rescue~~
Metropolitan Medical Response System
253,484.00

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas ~~- Department of Fire & Rescue~~

Program Name: Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

Federal Grant Award Number: EMW-2022-SS-0019-S01

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: HJS3TZHWWJX5

Sub Grantee Award Amount: $253,484.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.22)

Project Title: Metropolitan Medical Response System

Subrecipient Award Period: September 1, 2022 – August 31, 2024

Federal Award Period to DEM: September 1, 2022 – August 31, 2025

Federal Award Amount to DEM: $ 10,097,500.00

This award in the amount of $253,484.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas ~~– Department of Fire & Rescue~~ (Subrecipient), Carolyn G. Goodman, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas ~~– Department of Fire & Rescue~~ hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas ~~– Department of Fire & Rescue~~ is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas ~~– Department of Fire & Rescue~~ must request instructions from DEM to make proper disposition of the equipment

pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas ~~Department of Fire & Rescue~~ must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas ~~Department of Fire & Rescue~~ must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas ~~Department of Fire & Rescue~~ must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas ~~Department of Fire & Rescue~~ must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas ~~Department of Fire & Rescue~~ must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas ~~Department of Fire & Rescue~~ 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas ~~Department of Fire & Rescue~~ from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas ~~Department of Fire & Rescue~~ is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas ~~Department of Fire & Rescue~~ may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas ~~Department of Fire & Rescue~~ must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright

City of Las Vegas ~~Department of Fire & Rescue~~ must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension

City of Las Vegas ~~Department of Fire & Rescue~~ is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations

City of Las Vegas ~~Department of Fire & Rescue~~ must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegas ~~Department of Fire & Rescue~~ from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act

City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies

City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

City of Las Vegas ~~Department of Fire & Rescue~~ is encouraged to adopt and enforce policies that ban text messaging while

driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974

City of Las Vegas ~~- Department of Fire & Rescue~~ must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas - ~~Department of Fire & Rescue~~ must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas ~~- Department of Fire & Rescue~~ is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

City of Las Vegas ~~- Department of Fire & Rescue~~ must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions

City of Las Vegas ~~- Department of Fire & Rescue~~ must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act

City of Las Vegas ~~- Department of Fire & Rescue~~ must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas ~~- Department of Fire & Rescue~~ must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement

City of Las Vegas ~~Department of Fire & Rescue~~ must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. City of Las Vegas ~~Department of Fire & Rescue~~ must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas ~~Department of Fire & Rescue~~ is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas ~~Department of Fire & Rescue~~ is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas ~~Department of Fire & Rescue~~ will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas ~~Department of Fire & Rescue~~ is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas ~~Department of Fire & Rescue~~ must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas ~~Department of Fire & Rescue~~ must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the City of Las Vegas ~~Department of Fire & Rescue~~ to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas ~~Department of Fire & Rescue~~ shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas ~~Department of Fire & Rescue~~; and
   d. Grant funds shall not be used to supplant expenditures controlled by the City of Las Vegas ~~Department of Fire & Rescue~~ or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegas ~~Department of Fire & Rescue~~ is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas ~~Department of Fire & Rescue~~ must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas ~~Department of Fire & Rescue~~ will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas ~~Department of Fire & Rescue~~ will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas - ~~Department of Fire & Rescue~~ will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas - ~~Department of Fire & Rescue~~ will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas ~~Department of Fire & Rescue~~ acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation
City of Las Vegas ~~- Department of Fire & Rescue~~ understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas ~~- Department of Fire & Rescue~~ will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring
City of Las Vegas ~~- Department of Fire & Rescue~~ agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas ~~- Department of Fire & Rescue~~ shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas ~~- Department of Fire & Rescue~~ shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegas ~~- Department of Fire & Rescue~~ under this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas ~~- Department of Fire & Rescue~~, its officers, employees, and agents. City of Las Vegas ~~- Department of Fire & Rescue~~ obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegas ~~- Department of Fire & Rescue~~ waives any rights of subrogation against the State. City of Las Vegas ~~- Department of Fire & Rescue~~ duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas ~~- Department of Fire & Rescue~~ has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas - ~~Department of Fire & Rescue~~ to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas - ~~Department of Fire & Rescue~~ shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, hereby certifies that the City of Las Vegas - ~~Department of Fire & Rescue~~ will comply with the above grant award, assurances, and certifications.

MOU Applicable: No

If this award is for the State Homeland Security Program (SHSP) and The Memorandum Understanding (MOU) is required. City of Las Vegas - Department of Fire & Rescue is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Las Vegas - Department of Fire & Rescue

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and NDEM, and City of Las Vegas - Department of Fire & Rescue (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means the Federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

NOFO means Notice of Funding Opportunity

NRAC – Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through NDEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;
4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

City of Las Vegas - Department of Fire & Rescue as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with the reobligation guidelines;
6. Compliance with all applicable Federal Code of Regulations;
7. Compliance with all applicable Nevada Revised Statutes;
8. Compliance with the Grant Management Guide and all revisions; and
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2022 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Strategic Priorities 2022 - 2024 (attached in Resource Documents)

FFY 2022 Homeland Security Grant Program Allocations Spreadsheets (attached in Resource Documents)

IN WITNESS WHEREOF, the City of Las Vegas - Department of Fire & Rescue, (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the City of Las Vegas - Department of Fire & Rescue **is agreeing to the terms of the MOU.**

Documents

City of Las Vegas ~~/Department of Fire & Rescue~~	Nevada Office of the Military, Division of Emergency Management
Line-item Detail Budget	David Wm. Fogerson 10/19/2022 1:05:54 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

City of Las Vegas ~~/ Department of Fire & Rescue~~	Nevada Office of the Military, Division of Emergency Management
~~Not signed yet.~~	David Wm. Fogerson 10/19/2022 12:49:35 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures Appear on Next Page.

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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) [Metropolitan Medical Response System] Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM: Dimitri P. Dalacas
Deputy City Attorney

10/31/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
17

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the acceptance of a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative Grant (UASI) in the amount of $124,535 to create and support the Southern Nevada Community Emergency Response Team (CERT) Volunteer Program - All Wards

FISCAL IMPACT:
Augmentation Required
Amount: $124,535
Funding Source: Urban Area Security Initiative Grant (UASI) Funds
Dept./Division: Office of Emergency Management

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $124,535 in reimbursement funds to the City of Las Vegas in support of the Southern Nevada Community Emergency Response Team Volunteer Program. This grant includes the salary and benefits of an additional full time position that was not approved in the fiscal year 2023 budget. This funding enables the City of Las Vegas to recover Office of Emergency Management personnel, equipment, training materials and travel expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) Grant Award Letter ($124,535) - Performance period September 1, 2022 through August 31, 2024

Powered by ZoomGrants™

City of Las Vegas
Southern Nevada CERT Volunteer Program
124,535.00

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

Federal Grant Award Number: EMW-2022-SS-0019-S01

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: HJS3TZHWWJX5

Sub Grantee Award Amount: $124,535.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.22)

Project Title: Southern Nevada CERT Volunteer Program

Subrecipient Award Period: September 1, 2022 – August 31, 2024

Federal Award Period to DEM: September 1, 2022 – August 31, 2025

Federal Award Amount to DEM: $ 10,097,500.00

This award in the amount of $124,535.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the City of Las Vegas(Subrecipient), Carolyn G. Goodman, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the City of Las Vegas hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

City of Las Vegas must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. City of Las Vegas must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. City of Las Vegas must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas 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.

Article V - Age Discrimination Act of 1975
City of Las Vegas must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits City of Las Vegas from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. City of Las Vegas may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which 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.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

City of Las Vegas must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright
City of Las Vegas must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
City of Las Vegas is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
City of Las Vegas must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegasfrom shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
City of Las Vegas must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act
City of Las Vegas must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies
City of Las Vegas must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving
City of Las Vegas is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974
City of Las Vegas must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.

section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX –John S. McCain National Defense Authorization Act of Fiscal Year 2019

City of Las Vegas is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
City of Las Vegas must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions
City of Las Vegas must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII - National Environmental Policy Act
City of Las Vegas must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. City of Las Vegas must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXV - Non-Supplanting Requirement
City of Las Vegas must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVI - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this

program are incorporated here by reference in the award terms and conditions. City of Las Vegas must comply with any such requirements set forth in the program NOFO.

Article XXVII - Patents and Intellectual Property Rights
City of Las Vegas is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973
City of Las Vegas must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXX – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

City of Las Vegas will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Article XXXI - SAFECOM
City of Las Vegas must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing
City of Las Vegas must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000
City of Las Vegas must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIV - Universal Identifier and System for Award Management
City of Las Vegas is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - USA Patriot Act of 2001
City of Las Vegas must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo, and Flags City of Las Vegas must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act
City of Las Vegas must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the City of Las Vegas to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, contact DEM. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the DEM along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify Division of Emergency Management ("DEM"),.

State Articles

Article I - Written Authorization
City of Las Vegas shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the City of Las Vegas; and
   d. Grant funds shall not be used to supplant expenditures controlled by the City of Las Vegas or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award City of Las Vegas is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, City of Las Vegas must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the City of Las Vegas will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation City of Las Vegas will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation
City of Las Vegas understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. City of Las Vegas will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring

City of Las Vegas agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XII – Assignment and Delegation
City of Las Vegas shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the City of Las Vegas shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of City of Las Vegasunder this Agreement, or any alleged negligent or willful acts or omissions of the City of Las Vegas, its officers, employees, and agents. City of Las Vegas obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. City of Las Vegas waives any rights of subrogation against the State. City of Las Vegas duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the City of Las Vegas has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the City of Las Vegas to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. City of Las Vegas shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Carolyn G. Goodman, hereby certifies that the City of Las Vegas will comply with the above grant award, assurances, and certifications.

MOU Applicable: No

If this award is for the State Homeland Security Program (SHSP) and The Memorandum Understanding (MOU) is required. City of Las Vegas is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Las Vegas

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and NDEM, and City of Las Vegas (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means the Federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

NOFO means Notice of Funding Opportunity

NRAC – Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through NDEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;
4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

City of Las Vegas as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with the reobligation guidelines;
6. Compliance with all applicable Federal Code of Regulations;
7. Compliance with all applicable Nevada Revised Statutes;
8. Compliance with the Grant Management Guide and all revisions; and
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2022 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Strategic Priorities 2022 - 2024 (attached in Resource Documents)

FFY 2022 Homeland Security Grant Program Allocations Spreadsheets (attached in Resource Documents)

IN WITNESS WHEREOF, the City of Las Vegas, (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the City of Las Vegas **is agreeing to the terms of the MOU.**

Documents

Nevada Office of the Military,

City of Las Vegas	Division of Emergency Management
Line-item Detail Budget	David Wm. Fogerson 10/19/2022 1:05:34 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

City of Las Vegas	Nevada Office of the Military, Division of Emergency Management
~~Not signed yet.~~	David Wm. Fogerson 10/19/2022 12:48:57 PM dfogerson@dps.state.nv.us 166.137.175.63

Signatures Appear on Next Page.

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IN WITNESS WHEREOF, the parties hereto have caused this Federal Fiscal Year 2022 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI) [Southern Nevada CERT Volunteer Program] Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

10/31/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
18

DEPARTMENT: Community Development **CONSENT**
DIRECTOR: Seth Floyd

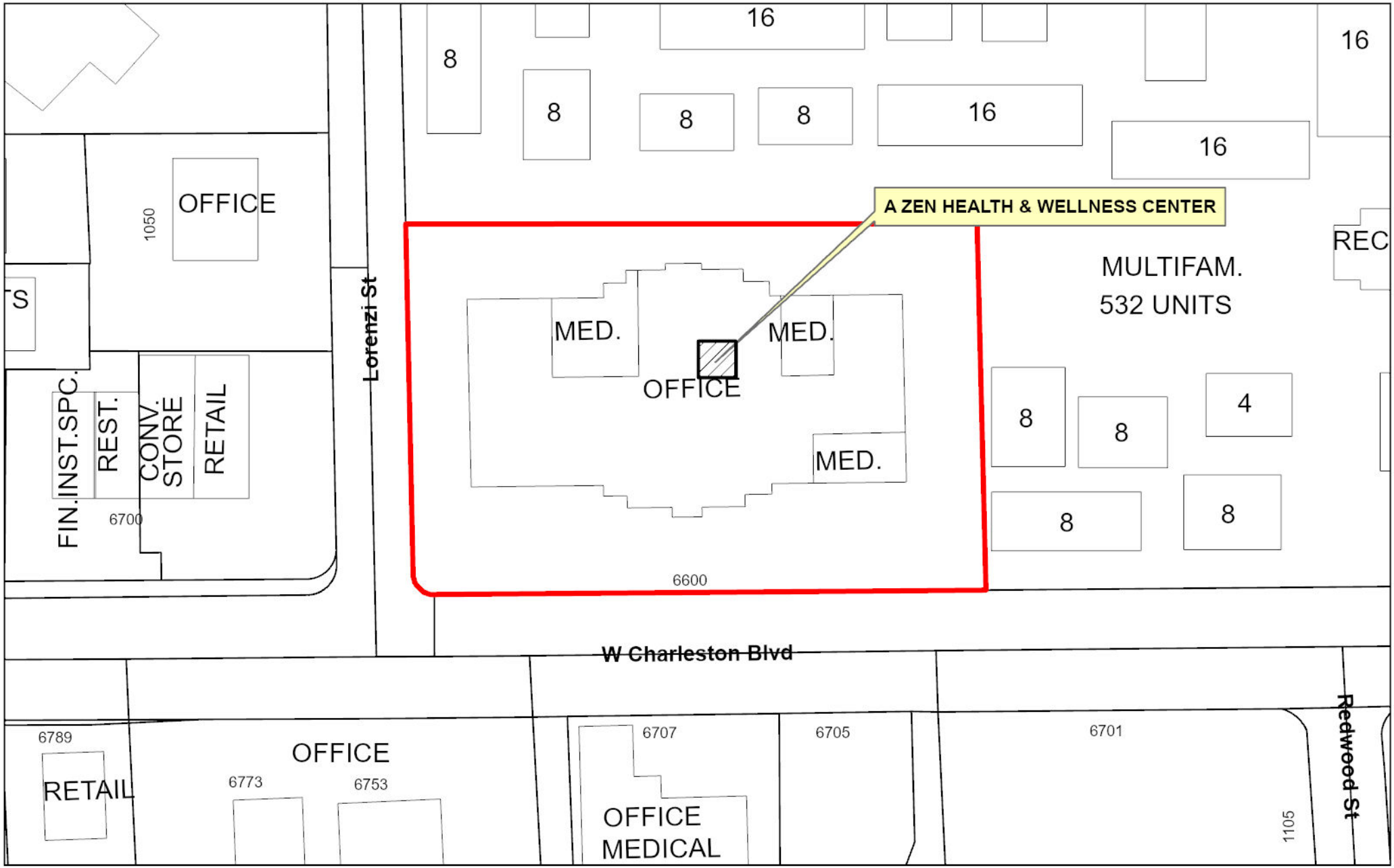
SUBJECT:
For possible action to approve a Temporary Massage Establishment license for A ZEN HEALTH & WELLNESS CENTER LLC dba A ZEN HEALTH & WELLNESS CENTER LLC at 6600 West Charleston Boulevard Suite #101 [Jennifer Durham, Managing Member] - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Massage Establishment license

RECOMMENDATION:
Staff recommends APPROVAL 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



A ZEN HEALTH & WELLNESS CENTER LLC

6600 West Charleston Boulevard, Suite #101

Ward 1

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, October 27, 2022

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
19

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 230095-DG, Blanket Services for Subsurface Utility Engineering (SUE) - Department of Public Works - Award recommended to: HORROCKS 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:
This contract will provide for subsurface utility engineering services in support of the City's construction projects on a task order basis, for a two (2) year term with no renewal options. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2022 Statement of Qualification process. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115 1(b), Professional Services. Horrocks 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. 230095-DG
2. Certificate - Disclosure of Ownership and Principals

BLANKET SERVICES CONTRACT FOR SUBSURFACE UTILITY ENGINEERING (SUE)

THIS CONTRACT (this "Contract") is made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and **HORROCKS, ENGINEERS, INC.** (the "Consultant"), **a CORPORATION**, (CORP), whose address is **1401 North Green Valley Parkway, Suite 160, Henderson, NV 89074.**

This Contract is effective on the date signed by the City and Consultant, whichever date is later, as long as the date signed by the second party is within sixty (60) calendar days of signature by the first party (the "Effective Date").

PROJECT DESCRIPTION:

Blanket Contract for Subsurface Utility Engineering (SUE)

RECITALS

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CONSTRUCTION OR CONSTRUCTION-RELATED PROJECTS (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 herein 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; and

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 herein:

ARTICLE 1
CONSULTANT RESPONSIBILITIES

1.0. Description of Consultant's Services.

A. For the compensation set forth in Section 7, 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 Additional 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.

1.1 Performance Standards.

A. 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.

1.2. Document Review.

A. The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, specifications, cost estimates, and other required submittals 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.

1.3 Waiver.

A. 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.

1.4. Designation of Consultant's Representative.

A. 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.

B. 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.

C. 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.

D. 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.

1.5. Correspondence Review.

A. 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.

1.6. Cooperation with the City.

A. 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.

1.7. Responsibility for Construction Document Revisions

A. 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.

B. 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.

ARTICLE 2
CITY RESPONSIBILITIES

2.0. City Representative.

A. 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.

2.1. Review of Consultant's Services and Documents.

A. 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.

2.2. Access to Records.

A. 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.

2.3. Cooperation with Consultant.

A. 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.

ARTICLE 3
CHANGES TO CONSULTANT'S SERVICES

3.0 Requested Changes.

A. 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.

3.1 Adjustment of Compensation.

A. 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 7, or in the performance schedule under Section 8, 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.

ARTICLE 4
ADDITIONAL SERVICES OF CONSULTANT

4.1 Additional Services.

A. 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 7 of this Contract.

B. Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any estimated additional costs that 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.

ARTICLE 5
SUBCONSULTANT CONTRACT

5.1 Subconsultant Provisions.

A. 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:

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; and

2. the subconsultant shall have no more rights against the City than that of the Consultant; and

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

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.

ARTICLE 6
TERM OF CONTRACT

6.0 Term.

A. This Contract shall commence on the day it is approved by the City 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.

B. 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.

C. 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.

D. Renewals. The City may, at its sole option, extend the term of this Contract for up to **NO-RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

ARTICLE 7
COMPENSATION AND TERMS OF PAYMENT

7.0 COMPENSATION AND TERMS OF PAYMENT

A. Compensation: Basic Services.

1. 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.

B. Multiplier.

1. 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.

C. Compensation: Additional Services.

1. 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.

D. Compensation: Reimbursable Expenses.

1. 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.

E. Payment Invoicing.

1. The Consultant shall submit a monthly invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A (Scope of Services) Section 101 (Preliminary and General Items) and Exhibit D (Fee Breakdown). Invoices shall provide sufficient detail to document the Contract work performed.

2. If the City Representative approves the submitted invoice in full, the Consultant can 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.

3. Right to Offset.

a. If the City's representative, in his or her reasonable discretion, objects to all or any portion of an invoice, the City Representative shall provide written notice to the Consultant no later than fourteen (14) days after the City's receipt of said invoice. The Consultant may dispute the City Representative's objection by providing written notice to the City within fourteen (14) days after receipt of the City's written objection. Thereafter, 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.

b. Should the City's damages, costs or expenses arising out of the negligence act or errors and omissions of the Consultant exceed the invoice amount, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence acts or errors and omissions of the Consultant.

F. Final Payment.

1. 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.

ARTICLE 8
PERFORMANCE SCHEDULE

8.0 Performance Schedule.

A. 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. Failure to notify the City of potential delays or failure to meet schedule requirements due to Consultant performance issues may be considered and Event of Default pursuant to Section 10.3.

ARTICLE 9
AUDIT: ACCESS TO RECORDS

9.1 Records.

A. 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.

A. 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.

A. 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.

A. 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.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Suspension.

A. 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:

1. the Consultant was not a contributing cause for the suspension; and

2. the Consultant has not received an equitable adjustment under another provision of this Contract; and

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.

A. 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.

A. Event of Default.

1. If, during the term of this Contract, the Consultant (i) fails to deliver services that comply with the Scope of Services, including failure to comply with quality assurance and quality control provisions, (ii) fails to deliver the services within the time specified in the Contact 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 Consultant, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Consultant 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.

2. If there occurs an Event of Default, the Consultant 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 Consultant 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 cure 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 10.3.2 "City's Rights", below.

B City's Rights.

1. 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:

a. 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 reasonable 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; or

b. 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

c. 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.

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 Documents.

10.4 Ownership.

1. 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.

2. 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.

3. 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.

B. Delivery of Documents.

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.

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.

C. Confidentiality.

1. 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.

D. Contractual Rights.

1. 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, 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):

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 30-day advance notice of policy cancellation, sent by certified mail "return receipt requested".

G. 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.

H. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

I. 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.

J. 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, 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.

K. 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.

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

M. 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.

N. 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.

A. 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.

B. 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.

A. 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.

A. 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.

A. The Consultant hereby represents and warrants that:

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,

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,

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

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.

A. 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.

A. 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.

A. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

B. 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.

A. 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.

A. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

A. 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.

A. 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.

A. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

A. All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 Exhibits.

A. 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.

A. 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.

B. The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10.25 Contract Version.

This document reflects the current standard provisions for the City's Professional Services Contract updated as of September 2022.

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

CITY OF LAS VEGAS

Signature Date

Tonya Kemble
Manager, Purchasing and Contracts

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

Timothy J. Geswein November 8, 2022

Deputy City Attorney Date

Timothy J. Geswein
Deputy City Attorney

Printed Name

HORROCKS ENGINEERS, INC.

Signature Date

Wayne Horlacher, P.E
Senior Vice President

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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 planning, design and construction or construction-related projects including, but not limited, to the following services: Subsurface Utility Engineering (SUE) services associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, utility relocation cost estimates, implementation of utility accommodation policies, training, and utility design.

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 **$200,000.00.**

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 **3.09**, 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	$108
Project Manager	$82
Engineer	$60
PLS	$65
Survey Technician	$47
SUE Manager	$58
SUE Technician	$43
CADD Technician	$60
Document Administrator	$25
Utility Coordinator	$44

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

EQUIPMENT	**MAXIMUM HOURLY RATE
Vacuum Excavating Truck and Equipment	$240
Coring Machine and Trailer	$80
Survey Truck and Equipment	$55
Designating Truck and Equipment	$55
CCTV Camera and Trailer	$135

** Equipment rates represent charge rate not direct rate

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
Traffic Control Costs
Permitting Costs
CLSM Slurry Backfill
Imported Backfill
Magnacrete Epoxy

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., Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, 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):** Bud Swensen, Principal Engineer

601.1.b **RESPONSIBLE IN CHARGE PERSON**: Wayne Horlacher, P.E., Senior Vice President

601.1.c **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
(List Engineer/Architect License number) 010739

601.1.d **PROJECT MANAGER:**

601.1.e **TECHNICIAN/CADD:**

601.1.f **CLERICAL:**

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: Horrocks Engineers, Inc.	
Address: 1401 N. Green Valley Parkway, Suite 160,	**City / ST / Zip:** Henderson, NV 89074
Telephone: 702-966-4063	**EIN or DUNS :** 87-0296502
Block 2: Description / Subject Matter of Contract	
Services for: Subsurface Utility Engineering	**Project Number:**

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	Russell Youd	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
2	Ron Mortimer	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
3	Matt Horrocks	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
4	Brian Atkinson	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
5	Doug Graham	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
6	Stan Jorgensen	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
7	Bryan Foote	2775 W. Navigator Dr., Suite 210, Meridan, ID 83642	208-895-2820
8	Wayne Horlacher	1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	702.966.4063
9	John Stone	2775 W. Navigator Dr., Suite 210, Meridan, ID 83642	208-895-2820
10	Bob Hendershot	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100

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

9/20/22
Date

Subscribed and sworn to before me this 20 day of Sept, 2022

Michele Williams
Notary Signature

MICHELE WILLIAMS
Notary Public, State of Nevada
No. 05-99624-1
My Appt. Exp. Aug. 29, 2025

Disclosure of Ownership/Principals – Continuation

Dave Dillman	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Tracy Conti	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Scott Duffin	2775 W. Navigator Dr., Suite 210, Meridan, ID 83642	208-895-2820
Shane Marshall	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Deryl Mayhew	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Brian Christensen	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Clint Boyle	901 Pier View Dr., Suite 205, Idaho Falls, ID 83402	208.522.1223
Lee Cabell	555 S. Bluff St., Suite 101, St. George, UT 84770	435.986.7888
Derek Stonebraker	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Ryan Richins	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Spencer Stephenson	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Beau Hunter	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Nicole Tolley	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Ryan Pitts	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Brian Belsby	714 North Iron Bridge Way, Suite 20, Spokane, WA 99202	509-747-6790
Todd Awerkamp	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Sandi Lampshire	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Lee Jacoby	1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	702.966-4063

EXHIBIT "H"
PROJECT TASK ORDER

Number H-___

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

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"*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.

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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: Horrocks Engineers, Inc.	
Address: 1401 N. Green Valley Parkway, Suite 160,	**City / ST / Zip:** Henderson, NV 89074
Telephone: 702-966-4063	**EIN or DUNS :** 87-0296502
Block 2: Description / Subject Matter of Contract	
Services for: Subsurface Utility Engineering	**Project Number:**

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	Russell Youd	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
2	Ron Mortimer	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
3	Matt Horrocks	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
4	Brian Atkinson	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
5	Doug Graham	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
6	Stan Jorgensen	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
7	Bryan Foote	2775 W. Navigator Dr., Suite 210, Meridan, ID 83642	208-895-2820
8	Wayne Horlacher	1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	702.966.4063
9	John Stone	2775 W. Navigator Dr., Suite 210, Meridan, ID 83642	208-895-2820
10	Bob Hendershot	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100

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

9/20/22
Date

Subscribed and sworn to before me this 20 day of Sept, 2022

Michele Williams
Notary Signature

MICHELE WILLIAMS
Notary Public, State of Nevada
No. 05-99624-1
My Appt. Exp. Aug. 29, 2025

Disclosure of Ownership/Principals – Continuation

Dave Dillman	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Tracy Conti	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Scott Duffin	2775 W. Navigator Dr., Suite 210, Meridan, ID 83642	208-895-2820
Shane Marshall	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Deryl Mayhew	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Brian Christensen	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Clint Boyle	901 Pier View Dr., Suite 205, Idaho Falls, ID 83402	208.522.1223
Lee Cabell	555 S. Bluff St., Suite 101, St. George, UT 84770	435.986.7888
Derek Stonebraker	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Ryan Richins	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Spencer Stephenson	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Beau Hunter	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Nicole Tolley	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Ryan Pitts	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Brian Belsby	714 North Iron Bridge Way, Suite 20, Spokane, WA 99202	509-747-6790
Todd Awerkamp	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Sandi Lampshire	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Lee Jacoby	1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	702.966-4063

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
20

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 230096-DG, Blanket Services for Mechanical, Plumbing & Electrical Services - Department of Public Works - Award recommended to: T. J. KROB CONSULTING ENGINEERS, INC. DBA TJK CONSULTING 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:
This contract will provide for mechanical, plumbing, and electrical services in support of the City's construction projects on a task order basis, for a two (2) year term with no renewal options. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2022 Statement of Qualification process. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115 1(b), Professional Services. T. J. Krob Consulting Engineers, Inc. DBA TJK Consulting 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. 230096-DG
2. Certificate - Disclosure of Ownership and Principals

BLANKET SERVICES CONTRACT
FOR
MECHANICAL, PLUMBING & ELECTRICAL SERVICES

THIS CONTRACT (this "Contract") is made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and **T.J. KROB CONSULTING ENGINEERS, INC., (dba: TJK CONSULTING ENGINEERS, INC.),** (the "Consultant"), **a CORPORATION** (CORP), whose address is **8728 Spanish Ridge Avenue, Suite 100, Las Vegas, Nevada 89148.**

This Contract is effective on the date signed by the City and Consultant, 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").

PROJECT DESCRIPTION:

Blanket contract for Mechanical, Plumbing & Electrical Services.

RECITALS

WHEREAS, the City intends to construct the **VARIOUS PROJECTS RELATED TO THE CITY'S CONSTRUCTION OR CONSTRUCTION-RELATED PROJECTS** (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 herein 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; and

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 herein:

ARTICLE 1
CONSULTANT RESPONSIBILITIES

1.0. Description of Consultant's Services.

A. For the compensation set forth in Section 7, 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 Additional 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.

1.1 Performance Standards.

A. 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.

1.2. Document Review.

A. The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, specifications, cost estimates, and other required submittals 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.

1.3 Waiver.

A. 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.

1.4. Designation of Consultant's Representative.

A. 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.

B. 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.

C. 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.

D. 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.

1.5. Correspondence Review.

A. 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.

1.6. Cooperation with the City.

A. 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.

1.7. Responsibility for Construction Document Revisions

A. 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.

B. 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.

ARTICLE 2
CITY RESPONSIBILITIES

2.0. City Representative.

A. 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.

2.1. Review of Consultant's Services and Documents.

A. 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.

2.2. Access to Records.

A. 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.

2.3. Cooperation with Consultant.

A. 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.

ARTICLE 3
CHANGES TO CONSULTANT'S SERVICES

3.0 Requested Changes.

A. 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.

3.1 Adjustment of Compensation.

A. 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 7, or in the performance schedule under Section 8, 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.

ARTICLE 4
ADDITIONAL SERVICES OF CONSULTANT

4.1 Additional Services.

A. 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 7 of this Contract.

B. Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any estimated additional costs that 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.

ARTICLE 5
SUBCONSULTANT CONTRACT

5.1 Subconsultant Provisions.

A. 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:

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; and

2. the subconsultant shall have no more rights against the City than that of the Consultant; and

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

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.

ARTICLE 6
TERM OF CONTRACT

6.0 Term.

A. This Contract shall commence on the day it is approved by the City 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.

B. 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.

C. 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.

D. Renewals. The City may, at its sole option, extend the term of this Contract for up to **NO RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

ARTICLE 7
COMPENSATION AND TERMS OF PAYMENT

7.0 COMPENSATION AND TERMS OF PAYMENT

A. Compensation: Basic Services.

1. 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.

B. Multiplier.

1. 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.

C. Compensation: Additional Services.

1. 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.

D. Compensation: Reimbursable Expenses.

1. 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.

E. Payment Invoicing.

1. The Consultant shall submit a monthly invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A (Scope of Services) Section 101 (Preliminary and General Items) and Exhibit D (Fee Breakdown). Invoices shall provide sufficient detail to document the Contract work performed.

2. If The City Representative approves the submitted invoice in full, the Consultant can 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.

3. Right to Offset.

a. If the City's representative, in his or her reasonable discretion, objects to all or any portion of an invoice, the City Representative shall provide written notice to the Consultant no later than fourteen (14) days after the City's receipt of said invoice. The Consultant may dispute the City Representative's objection by providing written notice to the City within fourteen (14) days after receipt of the City's written objection. Thereafter, 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.

b. Should the City's damages, costs or expenses arising out of the negligence act or errors and omissions of the Consultant exceed the invoice amount, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence acts or errors and omissions of the Consultant.

F. Final Payment.

1. 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.

ARTICLE 8
PERFORMANCE SCHEDULE

8.0 Performance Schedule.

A. 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. Failure to notify the City of potential delays or failure to meet schedule requirements due to Consultant performance issues may be considered and Event of Default pursuant to Section 10.3.

ARTICLE 9
AUDIT: ACCESS TO RECORDS

9.1 Records.

A. 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.

A. 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.

A. 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.

A. 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.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Suspension.

A. 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:

1. the Consultant was not a contributing cause for the suspension; and

2. the Consultant has not received an equitable adjustment under another provision of this Contract; and

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.

A. 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.

A. Event of Default.

1. If, during the term of this Contract, the Consultant (i) fails to deliver services that comply with the Scope of Services, including failure to comply with quality assurance and quality control provisions, (ii) fails to deliver the services within the time specified in the Contact 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 Consultant, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Consultant 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.

2. If there occurs an Event of Default, the Consultant 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 Consultant 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 cure 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 10.3.2 "City's Rights", below.

B City's Rights.

1. 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:

a. 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 reasonable 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; or

b. 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

c. 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.

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 Documents.

10.4 Ownership.

1. 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.

2. 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.

3. 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.

B. Delivery of Documents.

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.

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.

C. Confidentiality.

1. 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.

D. Contractual Rights.

1. 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, 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):

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 30-day advance notice of policy cancellation, sent by certified mail "return receipt requested".

G. 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.

H. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

I. 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.

J. 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, 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.

K. 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.

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

M. 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.

N. 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.

A. 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.

B. 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.

A. 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.

A. 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.

A. The Consultant hereby represents and warrants that:

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,

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,

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

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.

A. 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.

A. 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.

A. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

B. 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.

A. 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.

A. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

A. 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.

A. 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.

A. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

A. All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 Exhibits.

A. 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.

A. 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 July 2022.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

TJ KROB CONSULTING ENGINEERS, INC.,
dba: TJK Consulting Engineers, Inc.

Thomas Anderson, P.E. — Date
President

ATTEST

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney — November 8, 2022 — Date

Timothy J. Gaswein
Deputy City Attorney

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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 construction or construction-related projects including, but not limited, to the following services:

Mechanical, Plumbing and Electrical 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 $200,000.00

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 **2.89**, 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	$79.00
Project Manager	$53.00
Engineer	$62.00
Designer	$48.50
CADD Technician	$23.00
Document Administrator	$26.50

* 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., Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, 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):

601.1.b RESPONSIBLE IN CHARGE PERSON: Thomas Anderson, P.E.

601.1.c IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
(List Engineer/Architect License number)
Thomas Anderson, P.E. - License #13946

601.1.d PROJECT MANAGER: Svein Haland, Neal Blodgett, John DeSalvo, Rogelio Esparza, Stephen Jones

601.1.e TECHNICIAN/CADD: Gabriel Ovalle

601.1.f CLERICAL: Kayleigh Hasshaw, Savannah Webster

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: T.J. Krob Consulting Engineers, Inc. (dba: TJK Consulting Engineers, Inc.)	
Address: 8728 Spanish Ridge Ave., Ste. 100	**City / ST / Zip:** Las Vegas, Nevada 89148
Telephone: 702-871-3621	**EIN or DUNS :** 88-0215795
Block 2: Description / Subject Matter of Contract	
Services for: Engineering Services	**Project Number:** Blanket Two-Year Contract

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	Thomas Anderson / President	8728 Spanish Ridge Ave., Ste. 100, Las Vegas, NV 89148	702-871-3621
2	Ken Meechudhone / Vice President	8728 Spanish Ridge Ave., Ste. 100, Las Vegas, NV 89148	702-871-3621
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: ____

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.

KAYLEIGH HASSHAW
Notary Public, State of Nevada
No. 09-10712-1
My Appt. Exp. Sept. 1, 2025

Signature

8/25/2022
Date

Subscribed and sworn to before me this 25 day of August, 2022

Notary Signature

EXHIBIT "H"
PROJECT TASK ORDER

Number H-___

FOR
MECHANICAL, PLUMBING AND ELECTRICAL SERVICES

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" (Addltional 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

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: T.J. Krob Consulting Engineers, Inc. (dba: TJK Consulting Engineers, Inc.)	
Address: 8728 Spanish Ridge Ave., Ste. 100	**City / ST / Zip:** Las Vegas, Nevada 89148
Telephone: 702-871-3621	**EIN or DUNS :** 88-0215795
Block 2: Description / Subject Matter of Contract	
Services for: Engineering Services	**Project Number:** Blanket Two-Year Contract

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	Thomas Anderson / President	8728 Spanish Ridge Ave., Ste. 100, Las Vegas, NV 89148	702-871-3621
2	Ken Meechudhone / Vice President	8728 Spanish Ridge Ave., Ste. 100, Las Vegas, NV 89148	702-871-3621
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: ____

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.

KAYLEIGH HASSHAW
Notary Public, State of Nevada
No. 09-10712-1
My Appt. Exp. Sept. 1, 2025

Signature

8/25/2022
Date

Subscribed and sworn to before me this 25 day of August, 2022

Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
21

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 230097-DG, Blanket Services for Building Commissioning Services - Department of Public Works - Award recommended to: TMCX SOLUTIONS, LLC (Not-to-Exceed $100,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $100,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract will provide for building commissioning services in support of the City's construction projects on a task order basis, for a two (2) year term with no renewal options. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2022 Statement of Qualification process. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115 1(b), Professional Services. TMCx Solutions, LLC 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. 230097-DG
2. Certificate - Disclosure of Ownership and Principals

BLANKET SERVICES CONTRACT
FOR
BUILDING COMMISSIONING SERVICES

THIS CONTRACT (this "Contract") is made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and **TMCx Solutions, LLC** (the "Consultant"), **Limited Liability Company** (LLC), whose address is **8205 W. Warm Springs, Ste. 110, Las Vegas, Nevada 89113.**

This Contract is effective on the date signed by the City and Consultant, 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").

PROJECT DESCRIPTION:

Blanket Services Contract for Building Commissioning Services

RECITALS

WHEREAS, the City intends to construct the **VARIOUS PROJECTS RELATED TO THE CITY'S CONSTRUCTION OR CONSTRUCTION-RELATED PROJECTS** (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 herein 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; and

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 herein:

ARTICLE 1
CONSULTANT RESPONSIBILITIES

1.0. Description of Consultant's Services.

A. For the compensation set forth in Section 7, 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 Additional 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.

1.1 Performance Standards.

A. 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.

1.2. Document Review.

A. The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, specifications, cost estimates, and other required submittals 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.

1.3 Waiver.

A. 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.

1.4. Designation of Consultant's Representative.

A. 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.

B. 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.

C. 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.

D. 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.

1.5. Correspondence Review.

A. 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.

1.6. Cooperation with the City.

A. 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.

1.7. Responsibility for Construction Document Revisions

A. 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.

B. 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.

ARTICLE 2
CITY RESPONSIBILITIES

2.0. City Representative.

A. 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.

2.1. Review of Consultant's Services and Documents.

A. 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.

2.2. Access to Records.

A. 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.

2.3. Cooperation with Consultant.

A. 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.

ARTICLE 3
CHANGES TO CONSULTANT'S SERVICES

3.0 Requested Changes.

A. 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.

3.1 Adjustment of Compensation.

A. 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 7, or in the performance schedule under Section 8, 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.

ARTICLE 4
ADDITIONAL SERVICES OF CONSULTANT

4.1 Additional Services.

A. 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 7 of this Contract.

B. Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any estimated additional costs that 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.

ARTICLE 5
SUBCONSULTANT CONTRACT

5.1 Subconsultant Provisions.

A. 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:

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; and

2. the subconsultant shall have no more rights against the City than that of the Consultant; and

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

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.

ARTICLE 6
TERM OF CONTRACT

6.0 Term.

A. This Contract shall commence on the day it is approved by the City 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.

B. 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.

C. 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.

D. Renewals. The City may, at its sole option, extend the term of this Contract for up to **NO RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

ARTICLE 7
COMPENSATION AND TERMS OF PAYMENT

7.0 COMPENSATION AND TERMS OF PAYMENT

A. Compensation: Basic Services.

1. 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.

B. Multiplier.

1. 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.

C. Compensation: Additional Services.

1. 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.

D. Compensation: Reimbursable Expenses.

1. 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.

E. Payment Invoicing.

1. The Consultant shall submit a monthly invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A (Scope of Services) Section 101 (Preliminary and General Items) and Exhibit D (Fee Breakdown). Invoices shall provide sufficient detail to document the Contract work performed.

2. If The City Representative approves the submitted invoice in full, the Consultant can 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.

3. Right to Offset.

a. If the City's representative, in his or her reasonable discretion, objects to all or any portion of an invoice, the City Representative shall provide written notice to the Consultant no later than fourteen (14) days after the City's receipt of said invoice. The Consultant may dispute the City Representative's objection by providing written notice to the City within fourteen (14) days after receipt of the City's written objection. Thereafter, 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.

b. Should the City's damages, costs or expenses arising out of the negligence act or errors and omissions of the Consultant exceed the invoice amount, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence acts or errors and omissions of the Consultant.

F. Final Payment.

1. 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.

ARTICLE 8
PERFORMANCE SCHEDULE

8.0 Performance Schedule.

A. 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. Failure to notify the City of potential delays or failure to meet schedule requirements due to Consultant performance issues may be considered and Event of Default pursuant to Section 10.3.

ARTICLE 9
AUDIT: ACCESS TO RECORDS

9.1 Records.

A. 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.

A. 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.

A. 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.

A. 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.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Suspension.

A. 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:

1. the Consultant was not a contributing cause for the suspension; and

2. the Consultant has not received an equitable adjustment under another provision of this Contract; and

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.

A. 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.

A. Event of Default.

1. If, during the term of this Contract, the Consultant (i) fails to deliver services that comply with the Scope of Services, including failure to comply with quality assurance and quality control provisions, (ii) fails to deliver the services within the time specified in the Contact 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 Consultant, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Consultant 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.

2. If there occurs an Event of Default, the Consultant 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 Consultant 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 cure 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 10.3.2 "City's Rights", below.

B City's Rights.

1. 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:

a. 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 reasonable 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; or

b. 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

c. 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.

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 Documents.

10.4 Ownership.

1. 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.

2. 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.

3. 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.

B. Delivery of Documents.

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.

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.

C. Confidentiality.

1. 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.

D. Contractual Rights.

1. 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, 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):

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 30-day advance notice of policy cancellation, sent by certified mail "return receipt requested".

G. 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.

H. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

I. 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.

J. 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, 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.

K. 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.

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

M. 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.

N. 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.

A. 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.

B. 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.

A. 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.

A. 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.

A. The Consultant hereby represents and warrants that:

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,

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,

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

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.

A. 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.

A. 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.

A. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

B. 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.

A. 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.

A. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

A. 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.

A. 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.

A. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

A. All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 Exhibits.

A. 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.

A. 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 July 2022.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

TMCx SOLUTIONS, LLC

Darek Bombala, Vice President — Date
Principal/Project Manager

ATTEST

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

Timothy J. Geswein November 8, 2022

Deputy City Attorney — Date

Timothy J. Geswein
Deputy City Attorney

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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 construction or construction-related projects including, but not limited, to the following services:

Building Commissioning 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 $100,000.

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 2.93, 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	$80.00
Project Manager	$65.00
Engineer	$60.00
Engineering Specialist	$58.00
Certified Commissioning CxA	$58.00
Senior Technical Specialist	$58.00
Technical Specialist	$50.00
Administrative	$25.00

* 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., Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, 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):**

601.1.b **RESPONSIBLE IN CHARGE PERSON**: Darek Bombala, Vice President, Principal / Project Manager

601.1.c **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER- NV20091633795**
(List Engineer/Architect License number)

601.1.d **PROJECT MANAGER: Darek Bombala**

601.1.e **TECHNICIAN/CADD: Darek Bombala, Vanessa Pong**

601.1.f **CLERICAL: Various**

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: TMCx Solutions, LLC	
Address: 8205 W Warm Springs, Ste 110	**City / ST / Zip:** Las Vegas, NV 89113
Telephone:	**EIN or DUNS :** 27-1576224
Block 2: Description / Subject Matter of Contract	
Services for: Commissioning Consulting Services	**Project Number:**

Block 3: **Type of Business**

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

Contract No.
Contract Title

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	Cristi Leafstedt / CEO 54%	8205 W Warm Springs, Ste. 110, LV, NV 89113	702-252-7232
2	Mark Leafstedt / Owner 40.75%	8205 W Warm Springs, Ste 110, LV, NV 89113	702-252-7232
3	Loren Morris, President 5.25%	8205 W Warm Springs, Ste 110, LV, NV 89113	702-252-7232
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: ____

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.

GUADALUPE RIVERA
Notary Public-State of Nevada
APPT. NO. 17-3076-1
My Appt. Expires 06-12-2025

Cristi L Leafstedt
Signature

September 6, 2022
Date

Subscribed and sworn to before me this 7th day of September 20 22

Guadalupe Rivera
Notary Signature

EXHIBIT "H"
PROJECT TASK ORDER

Number H-___

FOR
BUILDING COMMISSIONING SERVICES

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

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"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: TMCx Solutions, LLC	
Address: 8205 W Warm Springs, Ste 110	**City / ST / Zip:** Las Vegas, NV 89113
Telephone:	**EIN or DUNS :** 27-1576224
Block 2: Description / Subject Matter of Contract	
Services for: Commissioning Consulting Services	**Project Number:**

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	Cristi Leafstedt / CEO 54%	8205 W Warm Springs, Ste. 110, LV, NV 89113	702-252-7232
2	Mark Leafstedt / Owner 40.75%	8205 W Warm Springs, Ste 110, LV, NV 89113	702-252-7232
3	Loren Morris, President 5.25%	8205 W Warm Springs, Ste 110, LV, NV 89113	702-252-7232
4			
5			
6			
7			
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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: ____

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.

GUADALUPE RIVERA
Notary Public-State of Nevada
APPT. NO. 17-3076-1
My Appt. Expires 06-12-2025

Cristi L Leafstedt
Signature

September 6, 2022
Date

Subscribed and sworn to before me this 7th day of September, 20 22

Guadalupe Rivera
Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
22

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Modification No. 1 to Mutual Use Contract No. 220127-BW, Replacement Street Sweepers - Department of Public Works - Award recommended to: TYMCO, INC. (Not-to-Exceed $1,248,180 - City Equipment Acquisition Internal Service Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $1,248,180
Funding Source: City Equipment Acquisition ISF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On March 2, 2022, City Council approved award of a contract for replacement street sweepers to TYMCO, Inc. This modification provides funding to purchase an additional four (4) TYMCO regenerative air sweepers, to replace aging units in the City's fleet per the City's vehicle replacement policy. Tymco, Inc. is located in Waco, Texas.

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

BACKUP DOCUMENTATION:
1. Modification No. 1 to Mutual Use Contract No. 220127-BW

DocuSign Envelope ID: F6CA55CA-F880-41FE-A3CB-9B3966931868

CONTRACT MODIFICATION NO. 1

220127-BW MUC REPLACEMENT STREET SWEEPERS

THIS MODIFICATION NO. 1 is being entered into, effective as of _____, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and TYMCO, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Texas, having its principal office located at 225 Industrial Blvd. E, Waco, TX 76705.

The purpose of this Modification is to add funding to purchase an additional four (4) Tymco Model 600 Regenerative Air Sweepers per Exhibit D Supplier Quote and add language to allow for electronic signatures.

The Contract between the City and the Company dated March 3, 2022, is hereby modified as follows:

1. Recitals

REFERENCE: No. 1

ADD: In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit 'A' and Exhibit 'B' and Exhibit 'C' and Exhibit 'D' in that order.

2. Recitals

REFERENCE: No. 4

DELETE: The Contract Amount shall not exceed ONE MILLION SIX HUNDRED FORTY FIVE THOUSAND TWO HUNRED AND THIRTY DOLLARS AND NO CENTS ($1,645,230.00).

ADD: The Contract Amount shall not exceed TWO MILLION EIGHT HUNDRED NINETY THREE THOUSAND FOUR HUNRED AND TEN DOLLARS AND NO CENTS ($2,893,410.00).

2. Recitals

REFERENCE: No. 9

ADD: The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

3. Exhibits

ADD: Exhibit D Supplier Quote. Attached on Page 2

4. General

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 1 take precedence. All other Contract terms and conditions remain unchanged.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-20	Date Prepared:	10/27/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Las Vegas, NV	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:	Kevin Wickard, Fleet Coordinator	Prepared By:	Kaye Morgan
Phone:	702.229.0035	Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:	kwickard@lasvegasnevada.gov	Email:	kaye.morgan@tymco.com

Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 182,070.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if

Description	Cost	Description	Cost
Sweeper Deluge 600013	$ 1,050.00	Hopper Drain 600020	$ 565.00
Abrasion Protection Package 600036	$ 1,275.00	Gutter Broom Tilt Adjuster - Left/Right 600022	$ 1,700.00
Auxiliary Hydraulic System 600053	$ 1,130.00	Pick-Up Head Curtain Lifter 600087	$ 1,605.00
COMDEX Package 600021	$ 4,900.00	Auto Sweep Interrupt w/Overspeed Interrupt	$ 1,025.00
Traffic Directing Light - LED 600823	$ 1,200.00	2023 International MV607 Chassis 600713	$ 99,675.00
Hopper Suction Throat Liner w/Wear Flange 600011	$ 1,525.00		
High Capacity Dust Separator is standard on HGAC			
contract		QUOTE GOOD THROUGH DECEMBER 31,2022	
		DELIVERY SUBJECT TO TRUCK AVAILABILITY	
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 115,650.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Amber Beacon Light - Additional	$ 350.00	Additional Nozzle w/Separate Switch: Hopper; LGB; RGB	$ 1,200.00
Amber Beacon Light - LED - Cab Mounted	$ 350.00	Truck Shop Manual	$ 500.00
Low Emission Package	$ 2,000.00	Dump Switch in Cab	$ 200.00
Hazard Reflectors	$ 100.00	Fire Extinguisher	$ 100.00
Air Horn	$ 500.00	Skid Bumper Extension Set (2)	$ 250.00
Keys - Additional (3)	$ 300.00	Stainless Steel Blower Housing	$ 1,500.00
2024 International MV607 Chassis UPGRADE	$ 4,500.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 11,850.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) $ 309,570.00

Quantity Ordered:	4	X Subtotal of A + B + C:	$ 309,570.00	=	Subtotal D:	$ 1,238,280.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice (4 units)	$ 9,900.00	Ext Warr - Truck Engine/After Treatment 5 yrs/150K miles	No Charge
		Blue Tooth Radio System	No Charge
Ext Warr - John Deere Aux. Engine 5 Years/5000 Hou	No Charge	Subtotal F:	$ 9,900.00

Delivery Date:	**240-300 Days**	**G. Total Purchase Price (D+E+F):**	$ 1,248,180.00

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

CITY OF LAS VEGAS

Signature Date

Printed Name

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
John S. Ridilla 11/1/2022 | 4:46 PM PDT
B4B55ADEFB494B5...

Deputy City Attorney Date

John S. Ridilla

Printed Name

TYMCO, INC.

DocuSigned by:
Kenneth Young 11/2/2022 | 8:59 AM PDT
E900ECFAA4D147A...

Signature Date

Kenneth Young

Printed Name

President

Title

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
23

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Modification No. 3 to Contract No. 210026-PH, Enterprise Records Management and Warehouse Management Software and Professional Services - Office of the City Clerk - Award recommended to: INFORMATION FIRST, INC. (Not-to-Exceed $367,173.08 - IT CIP Projects Internal Service Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $367,173.08
Funding Source: IT CIP Projects ISF
Dept./Division: City Clerk

PURPOSE/BACKGROUND:
On April 21, 2021, Council authorized award of this contract for a new enterprise records management and warehouse management software solution, replacing obsolete SIRE software. This modification provides for additional professional services to clean up historical data and integrate software with other systems, expanded EzeScan software concurrent desktop licenses, and upgrade of DocuSign electronic signature software to Enterprise Pro level, to support more efficient use of that platform in preparation for an enterprise-wide rollout. Information First, Inc. is located in Manassas, Virginia.

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

BACKUP DOCUMENTATION:
1. Modification No. 3 to Contract No. 210026-PH
2. Certificate - Disclosure of Ownership and Principals

DocuSign Envelope ID: 62F843E7-B05A-4D11-8332-F7E72AA57CE7

CONTRACT MODIFICATION NO. 3

210026-PH Enterprise Records and Warehouse Management Software and Professional Services

THIS MODIFICATION NO. 3 is being entered into _____, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and INFORMATION FIRST, INC., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Virginia, having its principal office located at 8605 Lenfant Place, Manassas, Virginia 20112.

The purpose of this Modification is to increase the total not-to-exceed Contract amount providing for additional Professional Services, modify the Scope of Work, update the Deliverable/Schedules/Fees section to reflect amended catalog of third-party software application subscriptions, and inclusion of counterpart signature language for electronic signatures. .

The Contract between the City and the Company dated April 21, 2021 and subsequently modified on December 29, 2021 pursuant to Modification No. 1 and on February 22, 2022 pursuant to Modification No. 2, is hereby modified as follows:

1. **Section A-1 Summary of Contract**

   REFERENCE: (a) Contract Amount – This Not-to-Exceed Amount is subject to Section C-2

   DELETE: $1,269,605.38 for 3 years including services and software subscriptions per Exhibit A

   ADD: $1,654,036.50 for 3 years including services and software subscriptions per Exhibit A

2. **Section C-1 Scope of Work**

   REFERENCE: C-1(a)

   DELETE: (iii) RM Connector, an application to integrate with Oracle E Business Suite
   (v) ArcGIS Integration, a custom application to integrate with the City's geographic information system

3. **Section C-2 Deliverables/Schedules/Fees**

   REFERENCE: (c) Software Subscription and Implementation Services Fees

   DELETE: In its entirety

   ADD: (c) Revised - Software Subscription and Implementation Services Fees
   The City will pay the amounts, summarized below, but more fully described in "Exhibit A – Pricing Schedule" attached hereto and made a part hereof. Implementation Services Costs will be billed at the hourly rates and estimated hours worked, for a total not to exceed amount.

			Annual Pricing and Year-over-Year Increase Rates											
Product	Vendor	License Type	Year 1 Price	Increase Year 2	Year 2 Price	Increase Year 3	Year 3 Price	Increase Year 4	Year 4 Price	Increase Year 5	Year 5 Price	Increase Year 6	Year 6 Price
Content Manager Select	Micro Focus	Subscription	**$ 96,761.57**	0%	$ 96,761.57	0%	$ 96,761.57	4%	$ 100,632.03	4%	$ 104,657.31	4%	$ 108,843.60
RMS Cloud (AzureGov)	Information First	Subscription	$ 60,000.00	3%	$ 61,800.00	3%	$ 63,654.00	3%	$ 65,563.62	3%	$ 67,530.53	3%	$ 69,556.44
GovQA integration	Information First	Perpetual	$ 5,000.00	0%	$ 1,000.00	0%	$ 1,000.00	0%	$ 1,000.00	0%	$ 1,000.00	0%	$ 1,000.00
*DocuSign	DocuSign	Subscription	$ 28,750.00	0%	$ 28,750.00	0%	$ 28,750.00	4%	$ 29,900.00	4%	$ 31,096.00	4%	$ 32,339.84
Redact	Objective	Subscription	$ 11,000.00	3.5%	$ 11,385.00	3.5%	$ 11,783.48	3.5%	$ 12,195.90	3.5%	$ 12,622.75	3.5%	$ 13,064.55
EzeScan (Old)	Outback Imaging	Subscription	$28,650										
EzeScan (Subscription)	Outback Imaging	Subscription			$ 64,050.80	0%	$ 64,050.80	0%	$ 64,050.80	0%	$ 64,050.80	0%	$ 64,050.80
Yearly Software Total	Various	Various	$ 230,161.57		$ 263,747.37		$ 265,999.84		$ 273,342.35		$ 280,957.39		$ 288,855.24
Annual Training/Hardware, Not to Exceed	Information First	N/A	$ 15,000.00	0%	$15,000.00	0%	$15,000.00	0%	$15,000.00	0%	$15,000.00	0%	$15,000.00
Subtotal, Software and Training			$ 245,161.57		$ 278,747.37		$ 280,999.84		$ 288,342.35		$ 295,957.39		$ 303,855.24
Professional Services, total not-to-exceed	$826,800.00												

*APT-0463-2 DocuSign Enterprise Pro Edition - Envelope Subs.
125% Adopt. Accel
DocuSign, Inc. - APT-0463
Start Date: 09/27/2022
End Date: 09/26/2023

*APT-0075-2 Premier Support 15% of Recurring Fees (15% of List Price per $100 of List License Fees)
DocuSign, Inc. - APT-0075
Start Date: 09/27/2022

4. Section E-32 Counterpart Signatures

REFERENCE: E-32

DELETE: In its entirety

ADD: 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.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

5. General

In the event of any conflict between the Contract and any modification, the provisions of this Modification No. 3 take precedence. All other Contract terms and conditions remain unchanged.

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

CITY OF LAS VEGAS

Signature Date

Printed Name

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Dimitri P. Dalacas 11/14/2022 | 2:17 PM PST
C888014177D943F...
Deputy City Attorney Date

Dimitri P. Dalacas
Printed Name

INFORMATION FIRST, INC.

DocuSigned by:
John Lontos 11/14/2022 | 4:33 PM CST
5137DC914F2642B...
Signature Date

John Lontos
Printed Name

President
Title

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: Information First, Inc.	
Address: 8605 Lenfant Place	**City / ST / Zip:** Manassas, VA 20112
Telephone: 703-625-9821	**EIN or DUNS :** 45-0477836
Block 2: Description / Subject Matter of Contract	
Services for: Enterprise Records Management and Warehouse Management Software and Professional Services	**Project Number:** 210026-PH

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	John Lontos, President	8605 Lenfant Place, Manassas, VA 20112	703-625-9821
2	Patrick Radoll, Owner	8605 Lenfant Place, Manassas, VA 20112	703-625-9821
3	Allen Smith, Owner	8605 Lenfant Place, Manassas, VA 20112	703-625-9821
4	Tamara Hoagland, Owner	8605 Lenfant Place, Manassas, VA 20112	703-625-9821
5	Daniel Harris, Owner	8605 Lenfant Place, Manassas, VA 20112	703-625-9821
6	Jason Steinmetz, Owner	8605 Lenfant Place, Manassas, VA 20112	703-625-9821
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.

John C Lontos
_____
Signature

April 5, 2021
_____
Date

Subscribed and sworn to before me this 5 day of April, 20 21

Cheri M. Baize
_____
Notary Signature

CHERI M BAIZE
Notary Public - State at Large
State of Kentucky
Notary ID # 590740
My Commission Expires Nov. 17, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
24

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Addendum No. 3 to Contract No. 180399-PH, Colocation Facilities Agreement - Department of Innovation and Technology - Award recommended to: SWITCH ($203,346 for two years of service - Computer Services Internal Service Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $203,346 for two years of service
Funding Source: Computer Services ISF
Dept./Division: Innovation and Technology

PURPOSE/BACKGROUND:
On January 16, 2019, council approved award of a three year agreement for data center space and services, to house IT infrastructure at a local secure colocation facility. Addenda 1 and 2 provided for redundant radiofrequency data communications services between sites, new cross connects, burstable data and a 3 year renewal term. Addendum No. 3 upgrades all colocation data connections from 1 gigabits per second (Gbps), up to 10 Gbps, which provides the increased data throughput speed and reduced latency necessary to support multiple cutting-edge City IT initiatives that are underway. Switch 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. Addendum No. 3 to Contract No. 180399-PH

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switch

SERVICE ORDER
NO. SO-053981

This Service Order is issued pursuant to the Colocation Facilities Agreement executed by and between Switch and City of Las Vegas ("Customer"), Customer File No. 180399-PH, with an effective date of December 18, 2018 (the "Agreement"). This Service Order is effective as of the date of Switch's signature hereto, provided that neither party shall be bound until both parties have signed.

Customer Name:	City of Las Vegas		
Contact Name:	Waleed Alsabagh	Billing Contact:	Waleed Alsabagh
Contact Phone:	(702) 229-6842	Billing Email:	walsabagh@lasvegasnevada.gov
Technical Contact:	Waleed Alsabagh	Billing Phone:	(702) 229-6842
Technical Email:	walsabagh@lasvegasnevada.gov	Billing Address:	495 S. Main Street Las Vegas, Nevada, 89101, United States

Monthly Recurring Charges

Description of Services	Quantity	Unit Cost	Adj. Unit Cost	Subtotal of MRC
Internet | 1 Gbps Port, Blended IP AS23005, Burstable @ $2.99/Mbps (Switch)	-1	$ 2.99	$ -	$ TBD
IP Commit on 1 Gbps Port on AS23005 (Mbps) (Switch)	-200	$ 2.99	$ -	$ (598.00)
Internet | 10 Gbps Port, Blended IP AS23005, Burstable @ $1.8/Mbps (Switch)	TBD	$ 1.80	$ -	$ TBD
IP Commit on 10 Gbps Port on AS23005 (Mbps) (Switch)	5,000	$ 1.80	$ -	$ 9,000.00
Cross Connect | Switch Bandwidth 1 Gbps	-	$ 200.00	$ -	$ 0.00
Cross Connect | Switch Bandwidth 10 Gbps to Switch	2	$ 610.00	$ 0.00	$ 0.00
				$ **8,402.00**

Non-Recurring Charges

Description of Services	Quantity	Unit Cost	Adj. Unit Cost	Subtotal of NRC
Installation of Cross Connect | Switch Bandwidth 10 Gbps	2	$ 773.00	$ 463.80	$ 927.60
Installation of Switch Network Circuit | 10 Gbps (Switch)	1	$ 1,542.66	$ 771.33	$ 771.33
				$ **1,698.93**

Remove 1Gb AS23005 Network Circuit and Associated Cross Connects from LAS.07.05.02B, and Stop Billing

Install 10Gb Switch AS23005 Network Circuit to LAS.07.05.02B
Install (2) 10Gb Cross Connects to LAS.07.05.02B

Service Commitment Period	Same as existing
Target Service Commencement:	*To be confirmed via email

Summary of Charges:

Additional Monthly Recurring Charges (MRC)	$8,402.00
Non-Recurring Charges (NRC)	$1,698.93
Security Deposit	$0.00
Total due on signing	$1,698.93

Service Order pricing is valid with customer acceptance and signature prior to 12/31/2022

Important Notes

Installation process will commence a minimum of twenty-five (25) business days after Switch approves all applicable cabinet layout design documents. Switch will schedule and commence installation and initiation of service only after Switch receives and accepts: (1) a copy of this Service Order signed by Customer and (2) payment of the NRC, if any. All prices are subject to applicable taxes and fees. Capitalized terms not defined herein shall have the definition provided in the Agreement.

The term "Premises" means the colocation facilities located at 7135 S Decatur Boulevard, Las Vegas, Nevada, 89118, United States (LASNAP07).

WHEREFORE, intending to be bound, the parties have executed this Service Order as of the date set forth below.

	SWITCH	CITY OF LAS VEGAS
Signature:		
Name:	Jonathan H King	
Title:	Chief Revenue Officer	
Date:	11/15/2022 | 11:03 PST	

This Service Order may be executed in counterparts. All such counterparts will constitute the same service order 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.

The parties agree that this Service Order may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

11/3/2022 | 1:46 PM PDT

DocuSigned by:
Timothy J. Geswein
60C2887628DE474...

Timothy J. Geswein Deputy City Attorney IV

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
25

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 180029-PH, Information Technologies Master Services Agreement - Department of Innovation and Technology - Award recommended to: ARISANT, LLC (Not-to-Exceed $300,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $300,000
Funding Source: Various Funds
Dept./Division: Innovation and Technology

PURPOSE/BACKGROUND:
On March 21, 2018, Council approved award of this task order agreement for specialized IT professional consulting services for Oracle computer software. Leveraging the Company's expertise, the City is receiving support for migration from on-premises licenses to the Oracle cloud computing environment. As a result of significant enterprise-wide enhancements, coupled with a continued requirement for additional work, this modification increases the current year not-to-exceed contract amount by $150,000, and adds one annual renewal option, for a total increase not-to-exceed $300,000. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Arisant, LLC is located in Colorado.

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

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 180029-PH
2. Certificate - Disclosure of Ownership and Principals

DocuSign Envelope ID: 89BF7219-6F91-4820-BC2F-37A972F08906

MODIFICATION NO. 1

180029-PH, IT MASTER SERVICE AGREEMENT

THIS MODIFICATION NO. 1 is being entered into, effective as of _____, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and ARISANT, LLC, (hereinafter the "Company"), a limited liability company organized and existing under the laws of the State of Colorado, having its principal office located at 383 Inverness Parkway, Suite 175, Englewood, Colorado 80112..

The purpose of this Modification is to increase the annual not-to-exceed amount, extend the performance period, and update the counterpart signature clause of the agreement to provide for electronic signatures.

The Agreement between the City and the Company dated March 22, 2018 is hereby modified as follows:

1. Section A-2 Agreement Amount

REFERENCE: A-2

DELETE: The aggregate amount of Task Orders issued by the City under this Agreement shall not exceed $250,000 per year.

ADD: The aggregate amount of Task Orders issued by the City under this Agreement shall not exceed $462,500 per year.

2. Section A-3 Performance Period

REFERENCE: A-3

DELETE: The City reserves the right to exercise up to four (4) one-year options to extend the Agreement.

ADD: The City reserves the right to exercise up to five (5) one-year options to extend the Agreement.

3. Section E-31 Counterpart Signatures

REFERENCE: E-31

DELETE: In its entirety

ADD: 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.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

4. General

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 1 take precedence. All other Contract terms and conditions remain unchanged.

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

CITY OF LAS VEGAS

Signature Date

Printed Name

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Timothy J. Geswein 11/9/2022 | 9:52 AM PST
60C2887628DE474...
Deputy City Attorney Date

Timothy J. Geswein

Printed Name

ARISANT, LLC.

DocuSigned by:
Niklas Iveslatt 11/14/2022 | 8:32 AM PST
CE1845E720B1453...
Signature Date

Niklas Iveslatt

Printed Name

Senior Partner

Title

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: Arisant, LLC	
Address: 44 Inverness Dr. E, Bldg C, Ste #2	**City / ST / Zip:** Englewood, CO, 80112
Telephone: 303-330-4065	**EIN or DUNS :** 20-5595018
Block 2: Description / Subject Matter of Contract	
Services for: IT Master Service Agreement	**Project Number:** 180029-PH

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	Andreas Katsaris	44 Inverness Dr. E, Bldg C, Ste. #2 Englewood, CO 80112	303.330.4065
2	Nicklas Iveslatt	44 Inverness Dr. E, Bldg C, Ste. #2 Englewood, CO 80112	303.330.4065
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.

_____
Signature

9/20/2021
Date

Subscribed and sworn to before me this 20th day of September, 2021

_____
Notary Signature

DANIEL MCCORD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030286
MY COMMISSION EXPIRES 08/21/2024

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
26

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith

SUBJECT:
RESOLUTIONS:

R-53-2022 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Incentive Program (MFR-UIP) Agreement between the RDA and 1410 S Casino Center LLC and 1416 S Casino Center LLC (Owner) located at 1410 South Casino Center Boulevard (APN's 162-03-210-044 and -045), 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 4 (RA-6-2022)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting 1410 S Casino Center LLC and 1416 S Casino Center LLC with the cost of improvements to the property located at 1410 and 1416 South Casino Center Boulevard. Approval will adopt findings that the MFR-UIP 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-53-2022
2. Public Purpose-Impact Analysis Report
3. Site Maps (1410 and 1416 South Casino Center Boulevard)
4. Submitted at Meeting - PowerPoint Presentation by Staff

RESOLUTION NO. R-53-2022

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT PROGRAM AGREEMENT ("MFR-UIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND 1410 S CASINO CENTER LLC, AND 1416 S CASINO CENTER LLC, ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-210-045 & 044

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 November 1, 2017 the Multifamily Residential Unit Improvement Program Agreement ("the MFR-UIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the interior space of the residential units of such multifamily properties ; and;

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Unit Improvement Program (the "MFR-UIP Agreement"); and

WHEREAS, 1410 S Casino Center LLC, and 1416 S Casino Center LLC (the "MFR-UIP PARTICIPANT") is the owner of the real property located at 1410 & 1416 S. Casino Center Blvd., (the "Site"), and is undertaking certain interior improvements to the property in accordance with the MFR-UIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to a building located at the Site are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property 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 improvements to the building, facilities, structures, residences 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 MFR-UIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-UIP PARTICIPANT for making physical interior 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 said improvements are of benefit to the Redevelopment Area and/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 said 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 MFR-UIP PARTICIPANT concerning the improvements to the building on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2022.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

Timothy J. Gesweln November 14, 2022
_____ Date
Timothy J. Geswein
Deputy City Attorney

EXHIBIT A

MFR-UIP AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT
(Owner)

THIS MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2022, 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 1410 S Casino Center LLC, a Nevada Limited Liability Company, and 1416 S Casino Center LLC, a Nevada Limited Liability Company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency has approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of assisting property owners with undertaking the rehabilitation and renovation of multifamily residential properties, upgrades to multifamily properties that have changed ownership, and the conversion of offices/retail/industrial properties to multifamily residential; and

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified interior unit improvements ("Unit Improvements"), which the Agency has determined are significant in character, up to a maximum of Fifty Thousand Dollars and 00/100 ($50,000.00) (the "Agency Funds"),; and

WHEREAS, the Owner desires to participate in the MFR-UIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Unit Improvements to that certain multifamily project described in Attachment "1", attached and incorporated herein by reference ("Project"). 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. 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.

Owner is 1410 S Casino Center LLC, Nevada Limited Liability Company, & 1416 S Casino Center LLC, a Nevada Limited Liability Company. Owner's principal office is located at 836 S. Bundy Drive #203, Los Angeles, CA 90049. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

SECTION 3: IMPROVEMENTS TO THE UNITS AND PROJECT BUDGET. Owner shall complete the Unit Improvements according to the Scope of Work and Tentative Schedule of Unit Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Unit 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 the Unit Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. The Unit Improvements shall be completed within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Unit Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Unit Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Unit Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Unit Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. 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 Unit Improvements by the required dates and any failure of Owner to commence and complete the Unit Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Unit Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Unit Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Unit Improvements, (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Unit Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Unit Improvements.

SECTION 4: 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 Owner is unable to obtain three (3) or more competitive bids, Owner shall provide

the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

1. Agency has completed an inspection and review of the Property and determined that all the Unit Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
2. A Certificate of Completion of Construction, in the form of Attachment "5", has been issued.

Upon receipt of the above, Agency shall disburse the Agency Funds within thirty (30) days to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. 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 and all other applicable laws, rules and/or regulations.

SECTION 7: RESERVED

SECTION 8: 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 MFR-UIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFR-UIP 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.

Owner has declared that no other reasonable means of financing are available to undertake the Unit Improvements 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 Owner would not undertake the Unit Improvements contemplated in the Agreement through resources reasonably available to Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

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. Owner, for Owner and its successors and assigns, represent that in the construction of Unit Improvements, 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 10: 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. Owner warrants to Agency that it 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 warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: 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, on the date specified in the written notice. In the event of termination of this Agreement by the Agency, then any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency 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 pursue any of the Agency's remedies, legal and equitable, as permitted by law.

SECTION 12: 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 Executive Director designates in writing.

SECTION 13: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: 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 delivery, or five (5) calendar days after the date of deposit in the United States mail ail or with an express delivery service.

If to the Agency:
City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner:
1410 S Casino Center LLC & 1416 Casino Center LLC
Atten: Mary Mashhadi
536 S. Bundy Drive #203
Los Angeles, CA 90049

SECTION 17: 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 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes

Attachment "1" through Attachment "7" 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 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. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 19: 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 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2022 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").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2022

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

1410 S Casino Center LLC

By: _____
Mary Mashhadi, Principal
"Owner"

1416 Casino Center LLC

By: _____

Mary Mashhadi, Principal
"Owner"

APPROVED AS TO FORM:

Timothy J. Gesweln November 14, 2022
Counsel to the Agency Date
Timothy J. Gesweln
Deputy City Attorney

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF BUILDING MAINTENANCE AGREEMENTS
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

The subject project consists of an old two story apartment building with 20 studio units and a second single story building with 8 units that consists of 7 one bedroom units and 1 two bedroom unit. Both properties have been boarded up, partially demolished and vacant for several years. The project is currently an eyesore that attracts vagrants. It is not habitable in its current state. The units were stripped down to prevent vagrants from utilizing them and to make them less attractive to break into.

The new project will have a fully enclosed iron fence, new landscaping, exterior flooring, exterior lighting, new windows, exterior doors, new roof, plumbing and electrical brought up to code. The project will have completely new kitchens and bathrooms, new flooring, ac/heat units, interior lighting, paint, stucco, cable and WiFi. All new stainless steel appliance packages will be installed along with new granite or quartz countertops. All new flooring, interior frosted glass doors, brushed nickel finishes, marble tile with glass entry showers and new vanities with vessel sinks.

Once the project has been completely renovated it will be leased as upscale Class A apartment complex with 1 year or more lease terms.

ATTACHMENT "2"
Proof of Ownership

Inst #: 20191015-0000810
Fees: $40.00
RPTT: $0.00 Ex #: 003
10/15/2019 11:01:40 AM
Receipt #: 3870417
Requestor:
1416 S CASINO CENTER LLC
Recorded By: ANI Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 162-03-210-045
(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Re-recording Grant, Bargain, Sale Deed to correct Legal Description
Ref # 20190926-0000798

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
1410 S Casino Center, LLC

RETURN TO: Name 1410 S Casino Center, LLC
Address 9903 Santa Monica Bl. #961
City/State/Zip Beverly Hills, CA 90212

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)
Name Same as Above
Address
City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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Inst #: 20190926-0000798
Fees: $40.00
RPTT: $0.00 Ex #: 007
09/26/2019 08:18:16 AM
Receipt #: 3848603
Requestor:
LAWYERS TITLE OF NEVADA C
Recorded By: WIHD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 162-03-210-045
ESCROW NO: 03115191-310-DER
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:

1410 S. Casino Center LLC, A Nevada
Limited Liability Company
9903 Santa Monica Blvd #961
Beverly Hills, CA 90212

GRANT, BARGAIN, SALE DEED

R.P.T.T.

THIS INDENTURE WITNESSETH: That

Mary Mashhadi, Trustee of The Real Estate 2016 Revocable Trust

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to

1410 S. Casino Center LLC, A Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, described as follows:

For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

SUBJECT TO:
1. Taxes for the fiscal year 2019 – 2020
2. 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 12 day of September, 2019.

The Real Estate 2016 Revocable Trust

MARY MASHHADI M.Mashhadi

Mary Mashhadi, Trustee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss:

On 9/12/19, personally appeared before me, a Notary Public in and for said County and State, Mary Mashhadi, Trustee, who acknowledged to me that SHE executed the same.

WITNESS my hand and official seal,

NOTARY PUBLIC in and for said County and State.

ATTILA CSUPO
COMM. #2182628
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 2, 2021

Exhibit "A"

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOTS ELEVEN (11) [redacted] IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Assessor's Copy

Proof of Ownership

Inst #: 20191015-0000809
Fees: $40.00
RPTT: $0.00 Ex #: 003
10/15/2019 11:01:40 AM
Receipt #: 3870417
Requestor:
1416 S CASINO CENTER LLC
Recorded By: ANI Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 162-03-210-044
(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Re-recording Grant, Bargain, Sale Deed to correct Legal Description
Ref# 20190926-0000797

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
1416 S Casino Center, LLC

RETURN TO: Name 1416 S Casino Center, LLC
Address 9903 Santa Monica Bl. #961
City/State/Zip Beverly Hills CA 90212

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)
Name Same as above
Address
City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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Inst #: 20190926-0000797
Fees: $40.00
RPTT: $0.00 Ex #: 007
09/26/2019 08:18:16 AM
Receipt #: 3848603
Requestor:
LAWYERS TITLE OF NEVADA C
Recorded By: WIHD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN:162-03-210-044
ESCROW NO: 03115191-310-DER
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:

1416 S. Casino Center LLC, A Nevada Limited Liability Company
9903 Santa Monica Blvd# 961
Beverly Hills, CA 90212

GRANT, BARGAIN, SALE DEED

R.P.T.T.: 0.00

THIS INDENTURE WITNESSETH: That

Mary Mashhadi, Trustee of the Real Estate 2016 Revocable Trust

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to

1416 S. Casino Center LLC, A Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, described as follows:

For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

SUBJECT TO: 1. Taxes for the fiscal year 2019 - 2020
2. 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 12 day of September, 2019.

The Real Estate 2016 Revocable Trust

M. Mashhadi

Mary Mashhadi, Trustee * Mary Mashhadi, Trustee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ss:

On 9/12/19, personally appeared before me, a Notary Public in and for said County and State, Mary Mashhadi, who acknowledged to me that SHE executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State.

ATTILA CSUPO
COMM. #2182628
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 2, 2021

Exhibit "A"

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT [redacted] TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "3"
FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 162-03-210-045

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 MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2022, between 1410 S Casino Center LLC, a Nevada limited liability company 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. Casino Center, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-03-210-045 ; 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 Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Multifamily Residential Unit Improvement Incentive Agreement entered into between agency and Owner ("MFR-UIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MFR_UIP Agreement; and

WHEREAS, by the terms of the MFR-UIP Agreement, 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 improvements described in Exhibit "B" attached hereto (the "Unit Improvement 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 Maintenance Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of Unit Improvement 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 Unit Improvement 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 Unit Improvement Area in accordance with the plans approved by Agency and to generally maintain the Property. "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 interior building improvements 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.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the standard for market rate multifamily residential units less normal wear.

h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

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. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MFR-UIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MFR-UIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

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: 1410 S Casino Center LLC
Atten.: Mary Mashhadi
536 S. Bundy Drive #203
Los Angeles, CA 90049

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 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 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 Unit Improvement Area, 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 this agreement. 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 charge

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

1410 S Casino Center, LLC

By: _____ Date: _____

Name: Mary Mashhadi
Title: Principal

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 _____, 2022 by Mary Mashhadi _____ as Principal ___ of 1410 S Casino Center LLC ___.

_____
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 _____, 2022 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

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT ELEVEN (11) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

Unit Improvement Area: The area consisting of the building, which 162-03-210-045 as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all interior improvements described in the MFR-UIP Agreement as well as exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Maintenance Agreement granted herein shall terminate five (5) years from the date of execution of the recordation of this Agreement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "3" (Continued)
FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 162-03-210-044

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 MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2022, between 1416 S Casino Center LLC, a Nevada limited liability company 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 1416 S. Casino Center, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-03-210-044 ; 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 Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Multifamily Residential Unit Improvement Incentive Agreement entered into between agency and Owner ("MFR-UIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MFR_UIP Agreement; and

WHEREAS, by the terms of the MFR-UIP Agreement, 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 improvements

described in Exhibit “B” attached hereto (the “Unit Improvement 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 Maintenance Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of Unit Improvement 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 Unit Improvement 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 Unit Improvement Area in accordance with the plans approved by Agency and to generally maintain the Property. "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 interior building improvements 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.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the standard for market rate multifamily residential units less normal wear.

h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

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. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MFR-UIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MFR-UIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

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: 1416 Casino Center LLC
Atten.: Mary Mashhadi
536 S. Bundy Drive #203
Los Angeles, CA 90049

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 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 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 Unit Improvement Area, 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 this agreement. 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 charge

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

1416 S Casino Center, LLC

By: _____ Date: _____

Name: Mary Mashhadi
Title: Principal

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 _____, 2022 by Mary Mashhadi as Principal of 1416 S Casino Center LLC.

_____
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 _____, 2022 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

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

Unit Improvement Area: The area consisting of the building, which 162-03-210-044 as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all interior improvements described in the MFR-UIP Agreement as well as exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Maintenance Agreement granted herein shall terminate five (5) years from the date of execution of the recordation of this Agreement without further action upon the City of Las Vegas Redevelopment Agency.

Construction Budget
1410 & 1416 S. Casino Center Blvd.
Las Vegas. NV 89101

cab 6/2022

Construction Items	1410 S Casino Center Budget	Interior	Exterior	1416 S Casino Center Budget	Interior	Exterior
	$	$	$	$	$	$
Design	5,000			5,000		
Supervision	15,000	7,500	7,500	15,000	7,500	7,500
General Labor	3,000	1,500	1,500	3,000	1,500	1,500
Security	5,500	2,750	2,750	5,500	2,750	2,750
Rough & Final Clean	5,250	2,625	2,625	3,000	1,500	1,500
Faming	23,200	23,200	23,200	9,300	9,300	9,300
Insulation	9,000	9,000	9,000	3,600	3,600	3,600
Door	33,988	16,994	16,994	9,600	4,800	4,800
Hardware	4,200	2,100	2,100	2,400	1,200	1,200
Block and drywall for mechanical Units	10,600	10,600		3,200	3,200	
Drywall	22,900	22,900		8,000	8,000	
Tape and Texture	9,000	9,000		4,000	4,000	
Windows	12,000	12,000		4,500	4,500	
Blinds	4,080			3,200		
Flooring	21,000	21,000		16,000	16,000	
Painting - Interior / Exterior	21,000	10,500	10,500	16,000	8,000	8,000
Landscaping / Concrete Repairs	105,000		105,000	50,000		50,000
Finish Carpentry - Cabinets	30,000	30,000		27,000	27,000	
Granite Tops	6,000	6,000		6,000	6,000	
Glass Block	3,000	3,000		3,000	3,000	
Bathroom Tile / Grouting	12,000	12,000		58,000	58,000	
Bath Accessories	5,700	5,700		2,500	2,500	
Mechanical A/C Units Sleeves / Brackets	8,000	4,000	4,000	3,200	1,600	1,600
Mechanical / Plumbing Supply-hoods, Vents, Fridges, Disposals, Stoves	85,540	85,540		43,000	43,000	
Plumbing	60,000	60,000		20,000	20,000	
Plumbing Supply	6,000	6,000		7,000	7,000	
Electrical	67,000	60,300	6700	31,000	27,900	3100
Subtotal	**592,958**	**424,209**	**191,869**	**362,000**	**271,850**	**94,850**
Overhead & Profit	5,000			5,000		
Total	**597,958**	**424,209**	**191,869**	**367,000**	**271,850**	**94,850**
No. of Units	**20**	**20**	**20**	**8**	**8**	**8**
Per Unit Cost	**29,897.90**	**21,210.45**	**9,593.45**	**45,875**	**33,981**	**11,856**

Maximum Grant for MFRUIP	**$**	**50,000**
Maximum Grant for MFRVIP	**$**	**25,000**
Total Grants for Project	**$**	**75,000**

ATTACHMENT "5"

Certificate of Completion of Construction

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Multifamily Residential Unit Improvement Agreement ("Agreement") dated _____, 2022, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to 1410 S Casino Center LLC , or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____ day of _____, 2022.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____

CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

1410 S Casino Center LLC

_____

By: _____

LUANN D. HOLMES, MMC
Secretary

Mary Mashhadi, Principal
"Owner"

APPROVED AS TO FORM:

_____

Counsel to the Agency Date

ATTACHMENT "A"

The Site

1410 S Casino Center LLC

1410 S. Casino Center

Las Vegas, NV 89104



ATTACHMENT "B"

Legal Description

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT ELEVEN (11) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "5"(Continued)

Certificate of Completion of Construction

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Multifamily Residential Unit Improvement Agreement ("Agreement") dated _____, 2022, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to 1416 S Casino Center LLC , or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

4. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

5. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____ day of _____, 2022.

AGENCY

CITY OF LAS VEGAS REDEVELOPMENT

By: _____

CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

1416 S Casino Center LLC

_____

By: _____

LUANN D. HOLMES, MMC
Secretary

Mary Mashhadi, Principal
"Owner"

APPROVED AS TO FORM:

_____

Counsel to the Agency Date

ATTACHMENT "A"

The Site

1416 S Casino Center LLC

1416 S. Casino Center

Las Vegas, NV 89104



ATTACHMENT "B"

Legal Description

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	1410 S Casino Center LLC
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	87-4139878

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business				
	Individual	Partnership	X	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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
2.	Las Vegas Apartments LLC	9903 Santa Monica Blvd #961 Beverly Hills CA 90212	310-243-6978
3.	Real Estate 2016 Revocable Trust	9903 Santa Monica Blvd #961 Beverly Hills, CA 90212	310-243-6978
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

M. Mashhadi

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 2022

DR

DR

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2336316
My Comm. Expires May 20, 2024

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	1418 S Casino Center LLC
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	87-4161105

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business			
	Individual	Partnership	X 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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
2.	Las Vegas Apartments LLC	9903 Santa Monica Blvd #961 Beverly Hills CA 90212	310-243-6978
3.	Real Estate 2016 Revocable Trust	9903 Santa Monica Blvd #961 Beverly Hills, CA 90212	310-243-6978
4.	Sadaf Safinia	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

M. Mashhadi

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 2022.

DR

Notary Public

DANIEL RODRIGUEZ JR.
Notary Public - California
Los Angeles County
Commission # 2338356
My Comm. Expires May 30, 2024

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Las Vegas Apartments, LLC
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	90-0874451

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business				
	Individual	Partnership	X	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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
2.	Real Estate 2016 Revocable Trust	9903 Santa Monica Blvd #961 Beverly Hills CA 90212	310-243-6978
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day

of July, 201 .

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2328356
My Comm. Expires May 20, 2024

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity

Name:	Rust Estate 2016 Revocable Trust
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	

Block 2 Description

Subject Matter of Contract/Agreement:

RFP #:

Block 3 Type of Business

X 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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
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 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.

M · Mazhadi

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 2022.

DR

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2328356
My Comm. Expires May 20, 2024

ATTACHMENT "7"

Participant Affidavit and Employment Plan

1410 S Casino Center LLC

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Mary Mashhadi, 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 1410 S Casino Center LLC, a company duly organized in the State of Nevada as a Limited Liability Company, (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 1410 S Casino Center Blvd, 89104 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

   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 property 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 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. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

Participant agrees to submit to the Agency its documentation that 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. MM (initial) Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. MM (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. MM (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. MM (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 and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. 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.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or 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/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of JANUARY, 2022.

Authorized Signature: M-Mashhadi

SIGNED AND SWORN TO before me

this 27th day of January, 2022, by Mary Mashhadi

NOTARY PUBLIC
My Commission Expires: 12/08/2025

Michael Alexander Cardenas
COMM. 238455
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec. 8, 2025

11

Participant Affidavit and Employment Plan

1416 S Casino Center LLC

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Sadaf Safinia, 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 1416 S Casino Center LLC, a company duly organized in the State of Nevada as a Limited Liability Company (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 1416 S Casino Center Blvd, 89104 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

   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 property 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 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. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

Participant agrees to submit to the Agency its documentation that 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. SS (initial) Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. SS (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. SS (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. SS (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 and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. 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.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or 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/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of January, 2022.

Authorized Signature: Sadaf Safinia

SIGNED AND SWORN TO before me

this 27th day of January, 2022, by SADAF SAFINIA

NOTARY PUBLIC
My Commission Expires: 12/08/2025

Michael Alexander Cardenas
COMM. 238455
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec. 8, 2025

11

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 27, 2020 before me, Michael Alexander Cardenas, Notary Public
(Insert name and title of the officer)

personally appeared SADAF SAFIA

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Michael Alexander Cardenas
COMM. 238465
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec. 8, 2020

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
December 7, 2022

Title of Project: Multifamily Residential Unit Improvement Program

Sponsor/Developer: 1410 S Casino Center LLC & 1416 S Casino Center LLC

Address Of Project: 1410 & 1416 S., Casino Center Blvd., 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 – MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT AGREEMENT AND GRANT OF MAINTENANCE AGREEMENT

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 former stripped down apartment buildings will add 28 new units of multifamily housing in the redevelopment area and will employ at least 3 FTEs.

The MFRUIP funds will be used to assist with renovating bathrooms and kitchens for each unit plus new flooring and paint. The property owner is also improving the public spaces and landscaping, significantly improving the appearance within the neighborhood.

No new annual state and local tax will be generated as a result of this project as it is an existing building.

What is the amount of Private Investment and who is providing it?

Approximately $946,958.00, approximately $34,462. per unit – by 1410 S Casino Center LLC & 1416 S Casino Center LLC, the Owner

What is the amount of Public Investment and who is providing it?

Not to Exceed $50,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 12 Construction jobs

How many Indirect Jobs will be Created? N/A

How many Direct Jobs will be Retained? 3

Quantitative Economic Benefits:

$946,958. of labor and materials will be expended in the Redevelopment Area during renovations. $_N/A___ in direct and indirect annual payroll will be generated.

Total Direct Economic Impact:

$946,958. in interior and exterior renovations. $_N/A___ in direct payroll annually.

Total Indirect Economic Impact:

$__N/A_____ indirect and induced payroll annually The timeline to construct the improvements is so short, the indirect and induced impact from construction labor has not be calculated.

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

Site Map

1410 S Casino Center LLC

1410 S. Casino Center Boulevard

Las Vegas, NV 89104



Site Map

1416 S Casino Center LLC

1416 S. Casino Center Boulevard

Las Vegas, NV 89104





Submitted at Meeting
Date: 12/7/22 Item: 26 and 27
By Staff


Economic and Urban Development
MFR-UIP & MFR-VIP Agreements
December 7, 2022
CITY OF LAS VEGAS
NEVADA

MFR-UIP & MRF-VIP Agreements
Las Vegas Redevelopment Agency
December 7, 2022

1410 S Casino Center, LLC
1416 S Casino Center, LLC

Felicia Thompson, Company Representative
1410 & 1416 S. Casino Center,
Las Vegas, NV 89104

Site Map

1410 & 1416 S. Casino Center
Las Vegas, NV 89104



The Neighborhood

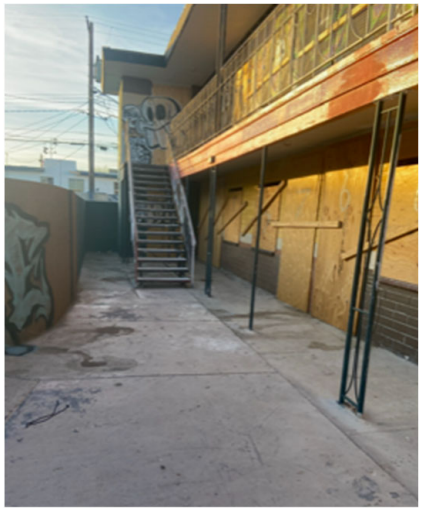
- This project is the former Arts Village Apartments and Avalon Arms
- Mix of commercial properties, some maintained and those in decline
- Property is located in the Arts District at Casino Center and Imperial
- City is planning new public surface parking lot directly across the street on Casino Center
- The project will enhance the Casino Center corridor in the Arts District





Property Before

- Both properties have been gutted and are poised for a major remodel
- Proposed Improvements:
  - Construct new bathrooms and kitchens in each unit
  - Update electrical and plumbing in each unit plus exterior area
  - New flooring, hardware, and appliances
  - Upgraded exterior façade, patios, fencing & gates






Property After

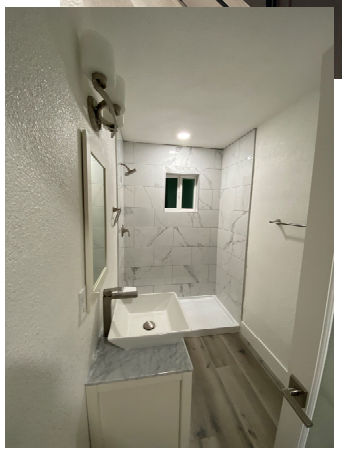
- Both properties will be operated as one, bringing 28 new multifamily units to the Arts District
- New windows & doors
- New patios
- Updated lighting
- New railings
- New fencing and gates



Property After

- New kitchens
- New bathrooms
- New flooring & paint
- New living space








Economic and Urban Development
MFR-UIP & MFR-VIP Agreements
December 7, 2022
CITY OF LAS VEGAS
NEVADA

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
27

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith

SUBJECT:
RESOLUTIONS:

R-54-2022 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Improvement Program (MFR-VIP) Agreement between the RDA and 1410 S Casino Center LLC and 1416 S Casino Center LLC (Owner), located at 1410 and 1416 South Casino Center Boulevard (APN's 162-03-210-044 and -045), 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-7-2022)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting 1410 S Casino Center LLC and 1416 S Casino Center LLC with the cost of improvements to the property located at 1410 and 1416 South Casino Center Boulevard. Approval will adopt findings that the MFR-VIP 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-54-2022
2. Public Purpose-Impact Analysis Report
3. Site Maps (1410 and 1416 South Casino Center Boulevard)
4. Submitted at Meeting - PowerPoint Presentation by Staff

RESOLUTION NO. R-54-2022

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND 1410 S CASINO CENTER LLC, AND 1416 S CASINO CENTER LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MFR-VIP BY THE AGENCY

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 November 1, 2017 the Multifamily Residential Visual Improvement Program Agreement ("the MFR-VIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the exterior space of the residential units of such multifamily properties ; and;

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Visual Improvement Program (the "MFR-VIP Agreement"); and

WHEREAS, 1410 S Casino Center LLC, and 1416 S Casino Center LLC (the "MFR-VIP PARTICIPANT") is the owner of the real property located at 1410 & 1416 S. Casino Center Blvd., (the "Property"), and is undertaking certain exterior improvements to the Property in accordance with the MFR-VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property 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 improvements to the building, facilities, structures, residences or other improvements on the Property are available; and

WHEREAS, the City Council of the City of Las Vegas has determined that the MFR-VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-VIP PARTICIPANT for making physical exterior improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/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 said 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 MFR-VIP PARTICIPANT concerning the improvements to the building on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2022.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM

Timothy J. Gesweln November 14, 2022
Date

Timothy J. Gesweln
Deputy City Attorney

EXHIBIT A

MFR-VIP AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT

(Owner)

THIS MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2022, 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 1410 S Casino Center LLC, a Nevada limited liability company, and 1416 S Casino Center LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting property owners with financial assistance for substantially upgrading the exterior appearance of their multifamily residential properties in the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency approved an Multifamily Residential Visual Improvement Program (the "MFRVIP") for the purpose of assisting property owners with multifamily residential upgrades in order to revitalize and promote the economic stability of the redevelopment areas; and

WHEREAS, pursuant to the implementation of the Multifamily Residential 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 agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Multifamily Residential VIP Guidelines (the "MFRVIP 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 Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements ("Improvements") up to a maximum of Twenty-Five Thousand Dollars and 00/100 ($25,000.00) (the "Agency Funds"), and the Owner has provided at least a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner 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. Owner is 1410 S Casino Center LLC, a Nevada limited liability company, and 1416 S Casino Center LLC, a Nevada Limited Liability Company. Owner's principal office is located at 536 S. Bundy Drive #203, Los Angeles, CA 90049. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", 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 "3", 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 equal to the lesser of (i) one hundred percent (100%) of the facade improvements and (ii) the amount 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, but it not limited to, the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage including neon sign restoration, window tinting, new or replacement awnings, permanent landscaping including public art, 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 MFRVIP, as set forth in the MFRVIP 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 MFRVIP 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 agrees 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 MFRVIP 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 MFRVIP 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 MFRVIP 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 "7" 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" 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
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: 1410 S Casino Center LLC & 1416 S Casino Center LLC
Atten: Mary Mashhadi
536 S. Bundy Drive #203
Los Angeles, CA 90049

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 "7" 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 _____, 2022 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").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2022

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____

CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____

LUANN D. HOLMES, MMC
Secretary

1410 S Casino Center LLC

By: _____
Mary Mashhadi, Principal
"Owner"

1416 Casino Center LLC

By: _____

Mary Mashhadi, Principal
"Owner"

APPROVED AS TO FORM:

Timothy J. Geswein November 14, 2022

Counsel to the Agency Date

Timothy J. Geswein
Deputy City Attorney

LIST OF ATTACHMENTS

ATTACHMENT "1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
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 "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7 "	EMPLOYMENT PLAN

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

1410 S. Casino Center LLC

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT ELEVEN (11) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

1416 S. Casino Center LLC

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "2"
Proof of Ownership

Inst #: 20191015-0000810
Fees: $40.00
RPTT: $0.00 Ex #: 003
10/15/2019 11:01:40 AM
Receipt #: 3870417
Requestor:
1416 S CASINO CENTER LLC
Recorded By: ANI Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 162-03-210-045
(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Re-recording Grant, Bargain, Sale Deed to correct Legal Description
Ref # 20190926-0000798

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
1410 S Casino Center, LLC

RETURN TO: Name 1410 S Casino Center, LLC
Address 9903 Santa Monica Bl. #961
City/State/Zip Beverly Hills, CA 90212

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)
Name Same as Above
Address
City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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Inst #: 20190926-0000798
Fees: $40.00
RPTT: $0.00 Ex #: 007
09/26/2019 08:16:16 AM
Receipt #: 3848803
Requestor:
LAWYERS TITLE OF NEVADA C
Recorded By: WIHD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 162-03-210-045
ESCROW NO: 03115191-310-DER
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:

1410 S. Casino Center LLC, A Nevada Limited Liability Company
9903 Santa Monica Blvd #961
Beverly Hills, CA 90212

GRANT, BARGAIN, SALE DEED

R.P.T.T.

THIS INDENTURE WITNESSETH: That

Mary Mashhadi, Trustee of The Real Estate 2016 Revocable Trust

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to

1410 S. Casino Center LLC, A Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, described as follows:

For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

SUBJECT TO: 1. Taxes for the fiscal year 2019 - 2020
2. 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 12 day of September, 2019.

The Real Estate 2016 Revocable
Trust

MARY MASHHADI M.Mashhadi

Mary Mashhadi, Trustee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss:

On 9/12/19, personally appeared before me, a Notary Public in and for said County and State, Mary Mashhadi, Trustee, who acknowledged to me that _SHE_ executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State.

ATTILA CSUPO
COMM. #2182628
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 2, 2021

Exhibit "A"

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOTS ELEVEN (11) [redacted] IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

Proof of Ownership

Inst #: 20191015-0000809
Fees: $40.00
RPTT: $0.00 Ex #: 003
10/15/2019 11:01:40 AM
Receipt #: 3870417
Requestor:
1416 S CASINO CENTER LLC
Recorded By: ANI Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 162-03-210-044
(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Re-recording Grant, Bargain, Sale Deed to correct Legal Description
Ref# 20190926-0000797

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
1416 S Casino Center, LLC

RETURN TO: Name 1416 S Casino Center, LLC
Address 9903 Santa Monica Bl. #961
City/State/Zip Beverly Hills CA 90212

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)
Name Same as above
Address
City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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Inst #: 20190926-0000797
Fees: $40.00
RPTT: $0.00 Ex #: 007
09/26/2019 08:18:16 AM
Receipt #: 3848603
Requestor:
LAWYERS TITLE OF NEVADA C
Recorded By: WIHD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN:162-03-210-044
ESCROW NO: 03115191-310-DER
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:

1416 S. Casino Center LLC, A Nevada Limited Liability Company
9903 Santa Monica Blvd# 961
Beverly Hills, CA 90212

GRANT, BARGAIN, SALE DEED

R.P.T.T.: 0.00

THIS INDENTURE WITNESSETH: That

Mary Mashhadi, Trustee of the Real Estate 2016 Revocable Trust

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to

1416 S. Casino Center LLC, A Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, described as follows:

For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

SUBJECT TO: 1. Taxes for the fiscal year 2019 - 2020
2. 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 12 day of September, 2019.

The Real Estate 2016 Revocable
Trust

M. Mashhadi

Mary Mashhadi, Trustee + Mary Mashhadi, Trustee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss:

On 9/12/19, personally appeared before me, a Notary Public in and for said County and State, Mary Mashhadi, who acknowledged to me that SHE executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State.

ATTILA CSUPO
COMM. #2182628
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 2, 2021

Exhibit "A"

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT[redacted] TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: 162-03-210-045

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, 1410 S Casino Center LLC ("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 Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the MFRVIP Agreement and Grantee's Multifamily Residential 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 upon 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.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this _____ day of _____, 2022

1410 S Casino Center LLC

By:_____

Mary Mashhadi
Its: Principal

"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 _____, 2022 by Mary Mashhadi as Principal _____ of 1410 S Casino Center LLC .

_____
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 _____, 2022 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

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT ELEVEN (11) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF 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 is located at 1410 S. Casino Center Blvd., APN# 162-03-210-045, 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, signs, 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: $12,500.00 (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:	$ 12,500.00
Anytime during second year:	$ 10,000.00
Anytime during third year:	$ 7,500.00
Anytime during fourth year:	$ 5,000.00
Anytime during fifth year:	$ 2,500.00

After five full years from recordation of the Facade Easement Deed: $0.00

ATTACHMENT "3" (Continued)

FORM OF FACADE EASEMENT

APN: 162-03-210-044

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, 1416 S Casino Center LLC ("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 Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the MFRVIP Agreement and Grantee's Multifamily Residential 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 upon 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.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2022

1416 S Casino Center LLC

By:_____

Mary Mashhadi
Its: Principal

"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 _____, 2022 by Mary Mashhadi as Principal _____ of 1416 S Casino Center LLC .

_____
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 _____, 2022 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

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF 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 is located at 1416 S. Casino Center Blvd., APN# 162-03-210-044 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, signs, 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: $12,500.00 (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:	$ 12,500.00
Anytime during second year:	$ 10,000.00
Anytime during third year:	$ 7,500.00
Anytime during fourth year:	$ 5,000.00
Anytime during fifth year:	$ 2,500.00

After five full years from recordation of the Facade Easement Deed: $0.00

ATTACHMENT "4"

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-210-045

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 _____, 2022, between 1410 S Casino Center LLC a Nevada limited liability company 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. Casino Center Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-03-210-045 ; 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 Multifamily Residential Visual Improvement Program (the "MFR 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 as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, awnings, signs, 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 Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated

_____ (the "MFRVIP 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.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.

g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.

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: 1410 S Casino Center LLC
Atten.: Mary Mashhadi
536 S. Bundy Drive #203
Los Angeles, CA 90049

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. 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.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

1410 S Casino Center LLC

By: _____ Date: _____

Name: Mary Mashhadi
Title: PRINCIPAL

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 _____, 2022 by Mary Mashhadi as Principal of 1410 S Casino Center LLC.

_____
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 _____, 2022 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

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF 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 is located at 1410 S. Casino Center Blvd., APN# 162-03-210-045 as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, landscaping, 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 "4" (CONTINUED)

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 162-03-210-044

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 _____, 2022, between 1416 S Casino Center LLC a Nevada limited liability company 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 1416 S. Casino Center, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-03-210-044 ; 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 Multifamily Residential Visual Improvement Program (the "MFR 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 as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, awnings, signs, 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 Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated

_____ (the "MFRVIP 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.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.

g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.

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: 1416 Casino Center LLC
Atten.: Mary Mashhadi
536 S. Bundy Drive #203
Los Angeles, CA 90049

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. 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.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

1416 S Casino Center LLC

By: _____ Date: _____

Name: Mary Mashhadi
Title: PRINCIPAL

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 _____, 2022 by Mary Mashhadi as Principal of 1416 S Casino Center LLC.

_____
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 _____, 2022 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

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

LOT TWELVE (12) IN BLOCK TEN (10) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF 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 is located at 1416 S. Casino Center Blvd., APN# 162-03-210-044 as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, landscaping, 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 UNIT IMPROVEMENTS

Construction Budget
1410 & 1416 S. Casino Center Blvd.
Las Vegas. NV 89101

Construction Items	1410 S Casino Center			1416 S Casino Center		
	Budget	Interior	Exterior	Budget	Interior	Exterior
	$	$	$	$	$	$
Design	5,000			5,000		
Supervision	15,000	7,500	7,500	15,000	7,500	7,500
General Labor	3,000	1,500	1,500	3,000	1,500	1,500
Security	5,500	2,750	2,750	5,500	2,750	2,750
Rough & Final Clean	5,250	2,625	2,625	3,000	1,500	1,500
Faming	23,200	23,200	23,200	9,300	9,300	9,300
Insulation	9,000	9,000	9,000	3,600	3,600	3,600
Door	33,988	16,994	16,994	9,600	4,800	4,800
Hardware	4,200	2,100	2,100	2,400	1,200	1,200
Block and drywall for mechanical Units	10,600	10,600		3,200	3,200	
Drywall	22,900	22,900		8,000	8,000	
Tape and Texture	9,000	9,000		4,000	4,000	
Windows	12,000	12,000		4,500	4,500	
Blinds	4,080			3,200		
Flooring	21,000	21,000		16,000	16,000	
Painting - Interior / Exterior	21,000	10,500	10,500	16,000	8,000	8,000
Landscaping / Concrete Repairs	105,000		105,000	50,000		50,000
Finish Carpentry - Cabinets	30,000	30,000		27,000	27,000	
Granite Tops	6,000	6,000		6,000	6,000	
Glass Block	3,000	3,000		3,000	3,000	
Bathroom Tile / Grouting	12,000	12,000		58,000	58,000	
Bath Accessories	5,700	5,700		2,500	2,500	
Mechanical A/C Units Sleeves / Brackets	8,000	4,000	4,000	3,200	1,600	1,600
Mechanical / Plumbing Supply-hoods, Vents, Fridges, Disposals, Stoves	85,540	85,540		43,000	43,000	
Plumbing	60,000	60,000		20,000	20,000	
Plumbing Supply	6,000	6,000		7,000	7,000	
Electrical	67,000	60,300	6700	31,000	27,900	3100
Subtotal	592,958	424,209	191,869	362,000	271,850	94,850
Overhead & Profit	5,000			5,000		
Total	597,958	424,209	191,869	367,000	271,850	94,850
No. of Units	20	20	20	8	8	8
Per Unit Cost	29,897.90	21,210.45	9,593.45	45,875	33,981	11,856

Maximum Grant for MFRUIP	$ 50,000
Maximum Grant for MFRVIP	$ 25,000
Total Grants for Project	$ 75,000

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

(See Attached Disclosure of Ownerships)

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	1410 S Casino Center LLC
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	87-4139676

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business			
	Individual	Partnership	X 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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
2.	Las Vegas Apartments LLC	9903 Santa Monica Blvd #961 Beverly Hills CA 90212	310-243-6978
3.	Real Estate 2016 Revocable Trust	9903 Santa Monica Blvd #961 Beverly Hills, CA 90212	310-243-6978
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

M. Mashhadi

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 2022

DR

DR

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2316316
My Comm. Expires May 20, 2024

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	1418 S Casino Center LLC
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	87-4161165

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business			
	Individual	Partnership	X 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.	Mary Mashhadi	936 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
2.	Las Vegas Apartments LLC	9903 Santa Monica Blvd #961 Beverly Hills CA 90212	310-243-6978
3.	Real Estate 2016 Revocable Trust	9903 Santa Monica Blvd #961 Beverly Hills, CA 90212	310-243-6978
4.	Sadaf Safinia	936 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

M. Mashhadi

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 2022.

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2328396
My Comm. Expires May 20, 2024

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Las Vegas Apartments, LLC
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	90-0874451

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business			
	Individual	Partnership	X 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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
2.	Real Estate 2016 Revocable Trust	9903 Santa Monica Blvd #961 Beverly Hills CA 90212	310-243-6978
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 201 .

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2328356
My Comm. Expires May 20, 2024

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 – Contracting Entity	
Name:	Real Estate 2016 Revocable Trust
Address:	9903 Santa Monica Blvd #961 Beverly Hills CA 90212
Telephone:	310-243-6978
EIN or DUNS:	

Block 2 – Description
Subject Matter of Contract/Agreement:
RFP #:

Block 3 – Type of Business

X 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.	Mary Mashhadi	836 S Bundy Drive #203 Los Angeles, CA 90049	310-243-6978
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 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.

M. Mashhadi

Mary Mashhadi

Name

07/22/2022

Date

Subscribed and sworn to before me this 2 day of July, 2022.

Notary Public

DANIEL RODRIGUEZ JR
Notary Public - California
Los Angeles County
Commission # 2328316
My Comm. Expires May 20, 2024

ATTACHMENT "7 "

EMPLOYMENT PLAN

1410 S CASINO CENTER LLC

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Mary Mashhadi, 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 1410 S Casino Center LLC, a company duly organized in the State of Nevada as a Limited Liability Company (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 1410 S Casino Center Blvd, 89104 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

   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 property 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 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. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

Participant agrees to submit to the Agency its documentation that 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. MM (initial) Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. MM (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. MM (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. MM (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 and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. 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.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or 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/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of JANUARY 2022.

Authorized Signature: M-Mashhadi

SIGNED AND SWORN TO before me

this 27th day of January, 2022, by Mary Mashhadi

NOTARY PUBLIC
My Commission Expires: 12/08/2025

Michael Alexander Cardenas
COMM. 2393455
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec. 8, 2025

11

ATTACHMENT "7" (continued)

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Sadaf Safinia, 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 1416 S Casino Center LLC, a company duly organized in the State of Nevada as a Limited Liability Company (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 1416 S Casino Center Blvd, 89104 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

   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 property 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 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. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

Participant agrees to submit to the Agency its documentation that 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. SS (initial) Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. SS (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. SS (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. SS (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 and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. 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.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or 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/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of January, 2022.

Authorized Signature: [signature]

SIGNED AND SWORN TO before me

this 27th day of January, 2022, by SADAF SAFINIA

NOTARY PUBLIC
My Commission Expires: [signature] 12/08/2025

Michael Alexander Cardenas
COMM. 2386455
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec. 8, 2025

11

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On January 27, 2025 before me, Michael Alexander Cardenas, Notary Public
(insert name and title of the officer)

personally appeared SADAF SAFIMA

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Michael Alexander Cardenas
COMM. 238465
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec. 9, 2026

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
December 7, 2022

Title of Project: Multifamily Residential Visual Improvement Program

Sponsor/Developer: 1410 S Casino Center LLC & 1416 S Casino Center LLC

Address Of Project: 1410 & 1416 S., Casino Center Blvd., 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 – MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF MAINTENANCE AGREEMENT

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 former stripped down apartment buildings will add 28 new units of multifamily housing in the redevelopment area and will employ at least 3 FTEs.

The MFRVIP funds will be used to assist with renovating the façade of the two apartment buildings. The property owner is also improving the public spaces and landscaping, significantly improving the appearance within the neighborhood. The owner is also conducting a full remodel of the interior of apartment units and has also applied for a MFRUIP in tandem with this MFRVIP.

No new annual state and local tax will be generated as a result of this project as it is an existing building.

What is the amount of Private Investment and who is providing it?

Approximately $946,958.00, approximately $34,462. per unit – by 1410 S Casino Center LLC & 1416 S Casino Center LLC, the Owner

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? 12 Construction jobs

How many Indirect Jobs will be Created? N/A

How many Direct Jobs will be Retained? 3

Quantitative Economic Benefits:

$946,958. of labor and material will be expended in the Redevelopment Area during renovations. $_N/A___ in direct and indirect annual payroll will be generated.

Total Direct Economic Impact:

$946,958. in interior and exterior renovations. $_N/A___ in direct payroll annually.

Total Indirect Economic Impact:

$__N/A_____ indirect and induced payroll annually The timeline to construct the improvements is so short, the indirect and induced impact from construction labor has not be calculated.

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

Site Map

1410 S Casino Center LLC

1410 S. Casino Center Boulevard

Las Vegas, NV 89104



Site Map

1416 S Casino Center LLC

1416 S. Casino Center Boulevard

Las Vegas, NV 89104





Submitted at Meeting
Date: 12/7/22 Item: 26 and 27
By Staff


Economic and Urban Development
MFR-UIP & MFR-VIP Agreements
December 7, 2022
CITY OF LAS VEGAS
NEVADA

MFR-UIP & MRF-VIP Agreements
Las Vegas Redevelopment Agency
December 7, 2022

1410 S Casino Center, LLC
1416 S Casino Center, LLC

Felicia Thompson, Company Representative
1410 & 1416 S. Casino Center,
Las Vegas, NV 89104

Site Map

1410 & 1416 S. Casino Center
Las Vegas, NV 89104



The Neighborhood

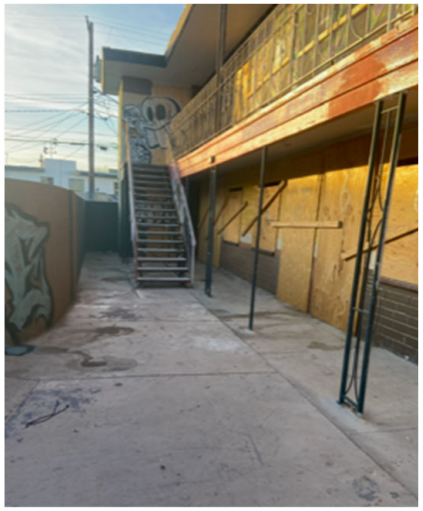
- This project is the former Arts Village Apartments and Avalon Arms
- Mix of commercial properties, some maintained and those in decline
- Property is located in the Arts District at Casino Center and Imperial
- City is planning new public surface parking lot directly across the street on Casino Center
- The project will enhance the Casino Center corridor in the Arts District





Property Before

- Both properties have been gutted and are poised for a major remodel
- Proposed Improvements:
  - Construct new bathrooms and kitchens in each unit
  - Update electrical and plumbing in each unit plus exterior area
  - New flooring, hardware, and appliances
  - Upgraded exterior façade, patios, fencing & gates









Property After

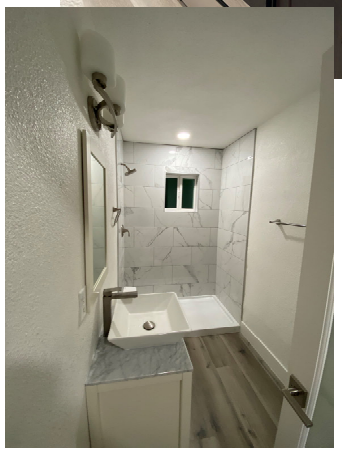
- Both properties will be operated as one, bringing 28 new multifamily units to the Arts District
- New windows & doors
- New patios
- Updated lighting
- New railings
- New fencing and gates



Property After

- New kitchens
- New bathrooms
- New flooring & paint
- New living space








Economic and Urban Development
MFR-UIP & MFR-VIP Agreements
December 7, 2022
CITY OF LAS VEGAS
NEVADA

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
28

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

SUBJECT:
Hearing and discussion for possible action regarding a complaint for disciplinary action against Michel SG Corporation d/b/a San Pedro Store, Gume Montano, President, and Maria Menjivar, Secretary, whose place of business is located at 1036 North Rancho Drive, Las Vegas, Clark County, Nevada, 89106 as holders of General Retail Sales of Beauty Supplies License No. G62-04577 for violations of the Las Vegas Municipal Code - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Between July 13, 2022, and September 21, 2022, the licensee and its owners engaged in a regular and continuing course of illegal conduct by selling and administering dangerous prescription drugs to the public, without a license or medical authorization of any kind, and in violation of its business license, thereby endangering the health, safety and welfare of the citizens of Las Vegas.

RECOMMENDATION:
Revocation of license

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Stipulation for Continuation of Disciplinary Complaint by Staff

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF COMMUNITY DEVELOPMENT on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

MICHEL SG CORPORATION d/b/a SAN PEDRO STORE; GUME MONTANO, President; and MARIA MENJIVAR, Secretary,

Respondents.

STIPULATION

Subject to the City Council's approval, the parties through their respective counsel, hereby stipulate that:

1. The disciplinary complaint currently scheduled to be heard before City Council on December 7, 2022, will be abeyed and continued for an additional sixty days; and

2. The Respondents, both individually and in their licensee and corporate capacities, do hereby agree to waive their right to a hearing on the underlying complaint within 60 days of the approval of said complaint.

3. That the Respondents, both individually and in their licensee and corporate capacities, agree to a suspension of their license and not to engage in any businesses of any kind

....

....

....

Submitted at City Council

Date 12/7/22 Item 28

By: Staff

within the City of Las Vegas until such time as the current disciplinary complaint brought against them is heard before the City Council.

DATED this 6 day of December, 2022.

WOOLDRIDGE LAW LTD.

By: _____
MATTHEW B. SIBERT, ESQ.
Nevada Bar No. 13402
400 South Seventh Street, #400
Las Vegas, NV 8910
Attorneys for Respondents

DATED this 7th day of December, 2022.

BRYAN K. SCOTT
City Attorney

By: _____
JOHN A. CURTAS
Deputy City Attorney
Nevada Bar No. 1841
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
Attorneys for Petitioner

DATED this 06 day of December, 2022.

_____
GUMP MONTANO
Individually, and as President of Michel SG Corporation d/b/a San Pedro Store

DATED this 06 day of December, 2022.

_____
MARIA MENJIVAR
Individually, and as Secretary of Michel SG Corporation d/b/a San Pedro Store

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
29

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Brendan Gaughan to the Audit Oversight Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community at large. There is no City residency requirement and no limit to the number of two-year terms which may be served. Mr. Gaughan was originally appointed in December of 2020, has the recommendation of the City Auditor and he wishes to continue to serve.

RECOMMENDATION:
Procedure for this Committee requires appointment/reappointment by the Mayor with ratification by the City Council. Options are to reappoint Mr. Gaughan or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

AUDIT OVERSIGHT

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**COUNCILWOMAN MICHELLE FIORE**	12-2-2020	12-2-2022
2.	**COUNCILWOMAN VICTORIA SEAMAN**	7-17-2019 (Reapp. 7-22-2021)	7-17-2023
3.	**ERIC PREISS** Director Nevada Film Office	5-15-2019 (Reapp. 5-19-2021)	5-15-2023
4.	**BRENDAN GAUGHAN** Business Owner New Wave Cleaning Solutions, LLC	12-16-2020	12-16-2022
5.	**JOSEPH THRONEBERRY, CFE, CFCI** Manager, Security & Investigations Cox Enterprises, Inc Enterprise Security & Investigations Team	4-6-2016 (Reapp. 5-16-2018) (Reapp 5-20-2020) (Reapp 3-16-2022)	4-6-2024

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98,12-7-98). (By-Laws Amended 8-17-2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council (Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms. Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
30

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2022-26 - Amends LVMC Chapter 7.40, regarding professional animal handler and breeder permits, to expand the scope of the permit requirement to include animal rescue operations, to require background checks, and to establish additional operational requirements for the holders of certain permits. Sponsored by: Councilwoman Victoria Seaman

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 7.40, regarding professional animal handler and breeder permits, to expand the scope of the permit requirement to include animal rescue operations, require background checks, and establish additional operational requirements for the holders of certain permits. Such additional requirements include the posting of signage and the reporting of certain types of animal injuries and deaths.

RECOMMENDATION:
ABEYANCE to the December 19, 2022 Recommending Committee Meeting pursuant to the December 5, 2022 Recommending Committee Meeting.

BACKUP DOCUMENTATION:
1. Bill No. 2022-26

BILL NO. 2022-26

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 7.40, REGARDING PROFESSIONAL ANIMAL HANDLER AND BREEDER PERMITS, TO EXPAND THE SCOPE OF THE PERMIT REQUIREMENT TO INCLUDE ANIMAL RESCUE OPERATIONS, TO REQUIRE BACKGROUND CHECKS, TO ESTABLISH ADDITIONAL OPERATIONAL REQUIREMENTS FOR THE HOLDERS OF CERTAIN PERMITS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Victoria Seaman

Summary: Amends LVMC Chapter 7.40, regarding professional animal handler and breeder permits, to expand the scope of the permit requirement to include animal rescue operations, to require background checks, and to establish additional operational requirements for the holders of certain permits.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 40, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.40.020: [Any person who operates a commercial grooming school, grooming parlor, kennel, pet shop, dog training facility, commercial stables, a business subject to licensing under Chapter 6.44, or any other establishment which sells, grooms, trains, boards or breeds animals, must, in order to operate or carry on the above businesses for profit, obtain a professional animal handler permit.] Each of the following must obtain a professional animal handler permit in accordance with this Chapter:

(A) Any person who operates a commercial grooming school, grooming parlor, kennel, pet shop, dog training facility, commercial stables, a business subject to licensing under Chapter 6.44, or any other establishment which sells, grooms, trains, boards or breeds animals.

(B) A commercial animal rescue operation, as defined in LVMC 7.40.175

(C) A nonprofit animal rescue organization, as defined in LVMC 7.40.175.

SECTION 2: Title 7, Chapter 40, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.40.030: (A) The City's Animal Protection Services Division is authorized to require the

applicant for a professional animal handler permit to submit to a background check by the Department of Public Safety. In such case, the applicant is required to pay a background check fee in the amount of twenty-five dollars, or as may be adjusted from time to time by resolution of the City Council.

(B) The Animal Protection Services Division may deny an application under Subsection (A) if the applicant has:

(1) Been convicted of a crime involving animal welfare or committed acts which constitute a violation of laws or ordinances regarding animal welfare; or

(2) Been convicted of any crime of violence as defined by NRS 200.408. {or Been convicted of assault or battery, or both, as defined in NRS 200.471 and 200.481, respectively.}

(C) When a professional animal handler permit is applied for, a fee of fifty dollars shall be paid to the Animal Regulation Officer for an inspection of the commercial breeder's facility, grooming parlor, grooming school, kennel, pet shop, or dog training facility. The inspection shall be conducted by an Animal [Control] Protection Services Officer to determine compliance with this Title. [, and if compliance is met] Subject to Subsection (B) and a determination of compliance following the inspection, the permit shall issue. If inspection reveals that this Title or other applicable laws or regulations have not been complied with, the professional animal handler permit shall be withheld and the person so applying shall have ninety days within which to request a reinspection without charge. The Animal [Control] Protection Services Center itself shall be exempt from the operation of this Section.

(D) Each employee of the holder of a professional animal handler permit who will handle or care for animals must submit to a background check by the Department of Public Safety within thirty days after the commencement of employment. In connection with such a background check, the Department is authorized to charge the fee referred to in Subsection (A) of this Section, and permission to work for a permit holder in the handling or care of animals may be denied on the grounds set forth in Subsection (B) of this Section. Subject to the appeal provisions of Subsection (E):

(1) The Animal Protection Services Division may require the permit holder to terminate the employee based on the grounds set forth in Subsection (B) of LVMC 7.40.030; and

(2) Failure by the permit holder to terminate the employee is grounds for revocation of the professional animal handler permit.

(E) The denial of a permit or permission to work, or a requirement to terminate an employee under this Section, may be appealed to the City Council. Such an appeal must be in writing and must be filed with the Animal Protection Services Division within ten days after the denial. In the case of an employee, the employee may not work on the premises pending the employee's appeal and may return to work only if the appeal is successful.

(F) Existing permit holders and employees shall have one year from the effective date of the ordinance adopting the background check requirements of this Section (Ordinance No. _____) to submit to a background check pursuant to Subsection (A) of this Section in order to maintain the permit or continue to work as an employee, as applicable. A permit may be revoked or permission to work denied on the grounds set forth in Subsection (B) of this Section. For purposes of this Subsection (F), "existing permit holders and employees" means, as applicable, holding a permit or working as an employee of a permit holder as of the effective date of Ordinance No. _____.

SECTION 3: Title 7, Chapter 40, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.40.110: Any person who, for pay or other compensation, causes the breeding of a male or female dog or cat or makes a dog or cat available for breeding purposes, or any person who sells or offers for sale any dog or cat shall pay an annual permit/inspection fee of fifty dollars for the privilege of engaging in such activity. However, any person who possesses a valid City permit to operate a dog kennel, cat kennel or pet shop and has paid the annual permit fee therefor shall receive a credit in the amount of the fee paid but in no event shall the amount of credit exceed the amount of tax hereunder.

(A) Each person subject to the provisions of this Section shall:

(1) Not allow the whelping of more than two litters per each female dog or cat in an eighteen-month period;

(2) Not cause the whelping of more than two litters in the permit holder's or any other

person's domestic household in an eighteen-month period. Notwithstanding this provision, however, the Animal [Control] Protection Services Center is hereby authorized, upon application of a permit, to allow on a one-time basis the whelping of up to a total of three dog or cat litters in a domestic household in an eighteen-month period where the permit holder establishes within regulations promulgated by the Animal Regulation Officer that such breeding is required to protect the health of the animal. In the event a permit holder is forced to destroy a litter of dogs or cats, the Animal Regulation Officer may authorize the whelping of one additional litter of dogs or cats within the same year by the permit holder;

(3) Not have more than six adult dogs or cats over the age of one year and no more than ten dogs or cats over the age of three months;

(4) Cause all dogs and cats prior to their sale to be immunized against common disease; in the case of dogs, against distemper, DHLD, and in the case of cats, against panleukopenia. The sale of a dog or cat shall include a signed statement from the seller attesting to the seller's knowledge of the animal's health. Such statement shall include the animal's immunization history;

(5) Not sell any dog or cat under the age of seven weeks;

(6) Furnish the Animal [Control] Protection Services Center with the animal breeder's permit number and the name, address, and telephone number of the buyer or new owner of any dog or cat sold or transferred within five days after the date of such sale or transfer[.] ; and

(7) Be subject to and comply with the background check-related requirements and provisions of Subsections (A), (B), (D), (E) and (F) of LVMC 7.40.030, as well as the requirements of Subsection (B) of LVMC 7.40.175.

(B) The Animal [Control] Protection Services Center shall furnish the permit holder with printed information regarding the pet care, protection and control services of the City, which shall be provided by the seller to the purchaser of any dog or cat.

(C) Persons subject to this Section shall not publish or advertise the sale of any dog or cat unless said publication or advertisement is accompanied by the seller's breeder's permit number.

(D) Each permit issued hereunder shall expire one year from the date of issuance. However, it

may be renewed at any time up to and including the last day of the calendar month in which it is due to expire.

(E) The payment of this permit fee shall not exempt the permit holder from compliance with any other applicable provision of the [City of Las Vegas Municipal Codes.] Municipal Code.

SECTION 4: Title 7, Chapter 40, 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 175, reading as follows:

7.40.175: (A) Each holder of a professional animal handler permit under this Chapter who operates a pet shop, commercial grooming school, grooming parlor or business, dog training facility, commercial stables, animal boarding facility, or any other establishment or facility that sells, grooms, trains or boards animals shall be responsible for posting one or more signs no lower than three feet and no higher than seven feet at each entrance and exit of the establishment indicating that concerns about the welfare of animals within the establishment can be reported to the City's Animal Protection Services Division at the Division's telephone number as listed on the sign. Each such sign shall contain the text and be in the size and format approved by the Department of Planning or the Animal Protection Services Division. The Department or Division will endeavor to make such signs available to each permit holder affected by Subsection (A), but the posting of compliant signs is required whether or not actual signs have been obtained from the Department or Division.

(B) Each holder of a professional handler permit under this Chapter who operates a pet shop, commercial grooming school, grooming parlor or business, dog training facility, commercial stables, animal boarding facility, or any other establishment or facility that sells, grooms, trains or boards animals, and each holder of a professional handler permit who operates a commercial animal rescue operation or is a nonprofit animal rescue organization, shall be responsible for:

(1) Reporting to the Animal Protection Services Division, within twenty-four hours, the death of any animal that occurs within the establishment or facility, as well as any injury to an animal that results in the animal's evaluation or treatment by a veterinarian.

(2) Upon request by the Animal Protection Services Division, paying the cost

of the necropsy of an animal whose death occurred in the facility if the Division determines that the circumstances of the animal's death warrant the necropsy.

(C) For purposes of this Section:

(1) "Commercial animal rescue operation" means a business that engages in the rescue of animals in need and the placement of such animals in permanent adoptive homes.

(2) "Nonprofit animal rescue organization" has the meaning ascribed to it in LVMC 7.42.010.

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: 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 7: 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 _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-3-22
_____
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 _____, 2022, 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 _____, 2022, 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: December 7, 2022

Agenda Item No.:
31

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

SUBJECT:
NEW BILLS:

Bill No. 2022-28 - Amends various provisions of LVMC Title 7 to increase from four to six the number of dogs or cats that can be kept at a particular place or residence without a specific permit to do so, and makes corresponding adjustments to the number of dogs and cats to which dog fancier, cat fancier and pet fancier permits apply. Sponsored by: Councilwoman Victoria Seaman

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various provisions of LVMC Title 7 to increase from four to six the number of dogs or cats that can be kept at a particular place or residence without a specific permit to do so, and makes corresponding adjustments to the number of dogs and cats to which dog fancier, cat fancier and pet fancier permits apply. The stated intent of the bill is to help address the current crisis faced by animal rescues.

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. 2022-28

BILL NO. 2022-28

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC TITLE 7 TO INCREASE FROM FOUR TO SIX THE NUMBER OF DOGS OR CATS THAT CAN BE KEPT AT A PARTICULAR PLACE OR RESIDENCE WITHOUT A SPECIFIC PERMIT TO DO SO; MAKE CORRESPONDING ADJUSTMENTS TO THE NUMBER OF DOGS AND CATS TO WHICH DOG FANCIER, CAT FANCIER AND PET FANCIER PERMITS APPLY; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Victoria Seaman

Summary: Amends various provisions of LVMC Title 7 to increase from four to six the number of dogs or cats that can be kept at a particular place or residence without a specific permit to do so, and makes corresponding adjustments to the number of dogs and cats to which dog fancier, cat fancier and pet fancier permits apply.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 4, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.140: "Cat fancier" means any person owning, keeping or possessing on his property, provided such person has safe, adequate cages in a completely enclosed building on the property, at one location, up to **[**six**]** eight adult cats for the purpose of showing, in recognized cat shows, or for improving the variety of breed in temperament or conformation with a view to exhibiting in shows or feline events and must be entered in at least one cat show each calendar year. **[**; said**]** Such cats shall be registered with at least one association recognized by the Animal Regulation Officer or, if spayed and neutered, need not be so registered or shown.

SECTION 2: Title 7, Chapter 4, Section 230, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.230: "Dog fancier" means any person owning, keeping, or possessing on his property, provided such person has safe, adequate cages in a completely enclosed building on the property, at one location, up to **[**six**]** eight adult dogs for the purpose of showing in recognized dog shows, field trials or obedience trials, for working and hunting, or for improving the variety of breed in temperament or confirmation with a view

to exhibition in shows or trials or for use as working dogs in hunting. [; said] Such dogs shall be registered with at least one association recognized by the Animal Regulation Officer, and must be entered in at least one dog show per calendar year or, if spayed and neutered, need not be so registered or shown.

SECTION 3: Title 7, Chapter 4, Section 345, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.345: "Pet fancier" means any person owning, keeping or possessing on his or her property, up to [six] eight spayed or neutered dogs over one year of age or twelve spayed or neutered cats over eight months of age, or combination thereof.

SECTION 4: Title 7, Chapter 8, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.08.140: Except as otherwise provided in Section 7.08.150, no person shall keep more than [four] six dogs over three months of age, at any place, on any premises, or in any one residence, located within the City.

SECTION 5: Title 7, Chapter 8, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.08.160: Except as otherwise provided in Section 7.08.170, no person shall keep more than [four] six cats over four months of age, at any place, or on any premises, or in any one residence, located within the City.

SECTION 6: Ordinance No. 6816 and Title 7, Chapter 8, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 7.08.180 reads as follows:

7.08.180: A pet fancier may own, keep or possess on his or her property not more than [six] eight spayed or neutered dogs over one year of age or twelve spayed or neutered cats over eight months of age, or any combination thereof if the number of dogs does not exceed [six] eight and the combined number of animals does not exceed twelve, provided that the pet fancier has obtained from the Animal Regulation Officer a pet fancier's permit. The pet fancier shall obtain a pet fancier's permit from the Animal Regulation

Officer each and every twelve-month period. The Animal Regulation Officer shall issue the pet fancier's permit only after inspecting the applicant's property and determining that the dogs or cats, or both, will be safely confined in a completely enclosed building, residence or enclosed lot and do not pose a nuisance to the public. As a part of the application process, the Animal Protection Services Officer shall notify all property owners contiguous to the applicant's property that the applicant has applied for a pet fancier's permit. The cost of the inspection and permit shall be fifty dollars. A pet fancier who has obtained a pet fancier's permit need not have his or her property rezoned for the purpose of owning, keeping or possessing such pets.

SECTION 7: 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 8: 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 9: 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 _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-15-22
_____
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 _____, 2022, 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 _____, 2022, 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: December 7, 2022

Agenda Item No.:
32

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

SUBJECT:
NEW BILLS:

Bill No. Z-2022-1 - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Seth T. Floyd, Director of Community Development

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the City's Official Zoning Map to formally record a change in the zoning designations of approximately 1069 parcels whose rezoning was approved by the City Council during the 2021 calendar year. The bill merely formalizes by ordinance the rezoning actions previously taken.

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. Z-2022-1

BILL NO. Z-2022-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND TO REFLECT AND FORMALIZE REZONING APPLICATIONS PREVIOUSLY APPROVED BY THE CITY COUNCIL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Seth T. Floyd, Director of Community Development

Summary: Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Official Zoning Map of the City of Las Vegas, as adopted in Title 19, Chapter 00, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council pursuant to applicable zoning regulations. Therefore, changing the corresponding zoning designations on the Official Zoning Map is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: The Department of Community Development is authorized and directed to make such changes to the Official Zoning Map as are necessary to reflect the amendments described in Section 1 of this Ordinance. In accordance with LVMC 19.00.100, the Official Zoning Map is stored and maintained in the offices of the Department of Community Development.

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: 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 _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-15-22
_____
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 _____, 2022, 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 _____, 2022, 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

Parcel #	Current Zoning	New Zoning
13921612045 13921612046 13921612048 13921612049 13921612050 13921612081 13921612085 13921612086 13921612093	C-V	R-TH
12601501006 12601501007 12601601002 12601601007 12601601008 12601601009 12601601010 12601601011 12601601012 12601601013 12601601014 12601701001 12601701002 12601701004 12601701005 12601701006 12601701009	U	PD
13814802007	C-1	C-2
13919812038	R-E	M
13919812039	U	M
12519301006	U	C-V
16203414001	P-R	R-3
12519802009	R-E	R-CL
13928401033	C-2	C-M
13934710015	P-R	C-1
13934710016	R-4	C-1
13826110001	R-E	R-3
12519301012	R-E	R-3
12601801017	U	C-1
12636101001 12636101002 12625401007 12625401008	R-3	R-CL
12520804003 12520804004	U	T-C

Parcel #	Current Zoning	New Zoning
12520804005 12520804007	U	T-C
13811408013	R-E	C-1
12529502032	U	T-C
13814802005	U	C-V
16301103027 16301103028	R-E	R-4
12601801010 12601801011 12601801012 12601801013 12601801014 12601801015 12601801016 13934211004 13934298002	U	R-TH
12535301015	R-E	R-CL
13927111097 13927111098 13927111099 13927111100 13927111101 13927111102 13927111103 13927111104 13927111105 13927111106 13927111107 13927111108 13927111109 13927211066 13927211067 13927211068 13927211070 13927211072 13927211074 13927211076 13927211078 13927211081 13927211082 13927211084 13927211086	ROW	T4-M
14030501001	R-E	R-3
12601401006	U	R-TH

Parcel #	Current Zoning	New Zoning
13812601005	R-E	R-1
13803602018	C-1	C-2
12601701003	U	PD
12522401009	U	T-C
13810101006 13810196002	R-E	C-V
12636101008	U	R-TH
13928505001 13928505002 13928513001 13928513002 13928513003 13928513004 13928513005 13928513006 13928513007 13928513008 13928513009 13928513010 13928513011 13928513012 13928513013 13928513014	R-PD10	T3-N
13928609004 13928502006 13928502009 13928502010 13928502011 13928502012 13928502013 13928502014 13928502015 13928502016 13928502017 13928502018 13928502019 13928504001 13928504002 13928504003 13928504004 13928504005 13928504006 13928504007 13928504008	R-1	T3-N

Parcel #	Current Zoning	New Zoning
13928504009 13928504010 13928504011 13928504012 13928506001 13928506002 13928506003 13928506004 13928507001 13928508003 13928509001 13928509004 13928510001 13928510002 13928510003 13928510004 13928510005 13928510006 13928510007 13928510008 13928510009 13928510010 13928510011 13928510012 13928510013 13928510014 13928510015 13928510016 13928510017 13928510018 13928510019 13928510020 13928510021 13928510022 13928510023 13928510024 13928510025 13928510026 13928510027 13928510028 13928510029 13928510030 13928510031 13928510032 13928511001	R-1	T3-N

Parcel #	Current Zoning	New Zoning
13928511002	R-1	T3-N
13928511003		
13928511004		
13928511005		
13928511006		
13928511007		
13928511008		
13928511009		
13928512001		
13928512002		
13928512003		
13928512004		
13928512005		
13928512006		
13928512007		
13928512008		
13928512009		
13928512010		
13928512011		
13928512012		
13928512013		
13928512014		
13928512015		
13928512016		
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13928512027		
13928512028		
13928512029		
13928512030		
13928512031		
13928512032		
13928514001		
13928514002		
13928515001		
13928515002		
13928516001		

Parcel #	Current Zoning	New Zoning
13928516002	R-1	T3-N
13928602001		
13928602002		
13928602003		
13928602004		
13928602005		
13928602006		
13928602007		
13928602008		
13928602009		
13928602010		
13928602011		
13928602012		
13928602013		
13928602014		
13928602015		
13928603001		
13928603002		
13928603003		
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13928603005		
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13928603010		
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13928605001		
13928605002		
13928605003		
13928605004		
13928605005		
13928605006		
13928605007		
13928605008		
13928605009		
13928605010		
13928605011		
13928605012		
13928605013		
13928605014		
13928605015		
13928606001		
13928606002		

Parcel #	Current Zoning	New Zoning
13928606003	R-1	T3-N
13928606004		
13928606005		
13928606006		
13928606007		
13928606008		
13928607001		
13928607002		
13928607003		
13928607004		
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13928607008		
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13928608012		
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13928608014		
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13928608016		
13928608017		
13928608018		
13928608019		
13928608020		
13928608021		
13928608022		
13928608023		
13928608024		
13928608025		
13928609001		
13928609002		
13928609003		

Parcel #	Current Zoning	New Zoning
13928609005	R-1	T3-N
13928609006		
13928609007		
13928609010		
13928609011		
13928609012		
13928609013		
13928609014		
13928609015		
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13928609020		
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13928612002		
13928612003		
13928612004		
13928612005		
13928612006		
13928612007		
13928612008		
13928612009		
13928612010		

Parcel #	Current Zoning	New Zoning
13928612011	R-1	T3-N
13928612012		
13928612013		
13928612014		
13928612015		
13928612016		
13928612017		
13928612018		
13928612019		
13928612020		
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13928612047		
13928612048		
13928612050		
13928612051		
13928612053		
13928612054		
13928612055		
13928612056		
13928612057		
13928612058		

Parcel #	Current Zoning	New Zoning
13928612059	R-1	T3-N
13928612060		
13928612061		
13928612062		
13928612063		
13928612064		
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13928613011		
13928613012		
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13928613014		
13928613015		
13928613016		
13928613017		
13928613018		

Parcel #	Current Zoning	New Zoning
13928613019 13928613020 13928613021 13928613022 13928613023 13928613024 13928613025 13928613026 13928613027 13928613028 13928613029 13928613030 13928613031 13928613032	R-1	T3-N
13927211036 13927210037 13927210077 13927210002 13927110108 13927210089 13927210040 13927210113 13927110107 13927210041 13927210043 13927111025 13927210090 13927111026 13927110139 13927211017 13927210114 13927211010 13927210081 13927210111 13927211034 13927210005 13927111029 13927111030 13927210078 13927211018 13927210118 13927210004 13927210120 13927210143	R-3	T3-N

Parcel #	Current Zoning	New Zoning
13927210122 13927210072 13927210119 13927210115 13927211008 13927211033 13927111072 13927211016 13927210003 13927111021 13927210038 13927110140 13927111028 13927211032 13927210082 13927211014 13927111024 13927210088 13927211019 13927210076 13927210086 13927210084 13927210074 13927210121 13927210087 13927210073 13927210079 13927111022 13927211035 13927110138 13927111073 13927210116 13927210080 13927210123 13927211012 13927211013 13927211011 13927210142 13927210075 13927210042 13927111023 13927210117 13927111075 13927111071 13927211009	R-3	T3-N

Parcel #	Current Zoning	New Zoning
13927210036 13927210039 13927111070 13927210035 13927111074 13927210001 13927211015 13927210083 13927111027 13927210112 13927110137 13927210091 13927210071 13927210070	R-3	T3-N
13927111015 13927111016 13927111017 13927111018 13927111019 13927111020 13927111031 13927111032 13927111033 13927111034 13927111035 13927111067 13927111068 13927111076 13927111077 13927111078 13927111079 13927211004 13927211005 13927211006 13927211007 13927211020 13927211021 13927211022	R-4	T3-N
13927111062 13927111063 13927111064 13927111065 13927111066 13927111069	C-2	T3-N

Parcel #	Current Zoning	New Zoning
13927211030 13927211031 13928607007	C-V	T3-N
13927111042 13927111043 13927111044 13927111045 13927111046 13927111053	R-3	T3-N-O
13927111039 13927111040 13927111041	R-4	T3-N-O
13927111047 13927111048 13927111049 13927111050 13927111051 13927111052 13927111054 13927111055 13927111056	C-2	T3-N-O
13928501006 13928501009 13928501011 13928501014 13928604005	R-E	T4-C
13928501007 13928501008 13928501010 13928502002 13928502005 13928502007 13928502008 13928601005	R-1	T4-C
13928501013	R-2	T4-C
13928501002 13928501003 13928501004 13928501005 13928502001 13928502003 13928502004 13928503014 13928517001	C-1	T4-C

Parcel #	Current Zoning	New Zoning
13928601004 13928601006 13928604004 13928604008 13928604009 13928604010	C-1	T4-C
13928501001	C-2	T4-C
13928701001	C-V	T4-C
13927110073 13927310006 13927110069 13927110070 13927110071 13927110074 13927110098 13927110099	R-3	T4-MS
13927110100 13927110101 13927110102 13927110103 13927210124 13927210125 13927210126 13927210127 13927210128 13927210129 13927210130 13927210131 13927210132 13927210133 13927310001 13927310002 13927310003 13927310004 13927310005 13927310007	R-3	T5-
13927210022 13927110117 13927110119 13927110120 13927110121 13927110122 13927110123 13927110124	R-4	T4-MS

Parcel #	Current Zoning	New Zoning
13927111038 13927111080 13927111081 13927111082 13927210019 13927210020 13927210021 13927210023 13927210024 13927210057 13927210058 13927210059 13927210060 13927210061 13927210062 13927210063 13927210064 13927210065	R-4	T4-MS
13927210098 13927210099 13927210100 13927210101 13927210102 13927210103 13927210104 13927210135 13927210136 13927210137 13927210138 13927210139 13927210140 13927211001 13927211003 13927211023 13927211026 13927211043 13927211044 13927211054 13927211055 13927211056 13927211057 13927310008 13927310009	R-4	T5-MS
13927111060	C-1	T4-MS

Parcel #	Current Zoning	New Zoning
13927110072 13927110075 13927110076 13927110077 13927110078 13927110079 13927110080 13927110081 13927110082 13927110083 13927110084 13927110085 13927110086 13927110087 13927110088 13927110089 13927110090 13927110091 13927110092 13927110093 13927110094 13927110095 13927110096 13927110097 13927110115 13927110116 13927110118 13927111037 13927111057 13927111058 13927111059 13927111061	C-2	T4-MS
13927110145 13927210134 13927211002 13927211024 13927211025 13927211027 13927211028 13927211029	C-V	T4-MS
13928702001	R-2	T4-N
13927110005 13927110006 13927110009	R-3	T4-N

Parcel #	Current Zoning	New Zoning
13927110010 13927110011 13927110012 13927110015 13927110016 13927110017 13927110018 13927110021 13927110022 13927110024 13927110026 13927110029 13927110031 13927110034 13927110061 13927110067 13927110109 13927110110 13927110111 13927110112 13927110113 13927110114 13927110131 13927110134 13927110135 13927110136 13927110144 13927110148 13927110150 13927110152 13927111003 13927111005 13927111007 13927111009 13927111010 13927111012 13927111083 13927111087 13927111088 13927111090 13927111091 13927111093 13927111094 13927211037 13927211038	R-3	T4-N

Parcel #	Current Zoning	New Zoning
13927211040 13927211048 13927310010 13927310011 13927310012 13927310013 13927310015 13927310016 13927310019 13927310023 13927310024 13927310029 13927310030 13927310036 13927310048 13927310049 13927310050 13927310051 13927310055 13927310061 13927310062 13927310064 13927310100 13927310101 13927310105 13927310108	R-3	T4-N
13927110041 13927110042 13927110043 13927110045 13927110047 13927110048 13927110051 13927110052 13927110054 13927110057 13927110058 13927110125 13927110129 13927110130 13927110146 13927110147 13927111014 13927111036	R-4	T4-N

Parcel #	Current Zoning	New Zoning
13927210012 13927210013 13927210016 13927210017 13927210018 13927210025 13927210026 13927210028 13927210050 13927210051 13927210052 13927210053 13927210056 13927210066 13927210067 13927210093 13927210105 13927210106 13927310017 13927310018 13927310021 13927310022 13927310025 13927310038 13927310040 13927310041 13927310042 13927310043 13927310056	R-4	T4-N
13927201006	P-O	T4-N
13927110002 13927110003 13927110014 13927110064 13927310067 13927310069	C-1	T4-N
13927110037 13927110038 13927110039 13927110059 13927110060 13927110126 13927310071	C-2	T4-N
13927201001	C-V	T4-N

Parcel #	Current Zoning	New Zoning
13927201005 13927210008 13927210009 13927210010 13927210030 13927210110 13927211064 13927211065	C-V	T4-N
13927110001 13927110004 13927110007 13927110008 13927110013 13927110019 13927110020 13927110023 13927110027 13927110030 13927110032 13927110033 13927110035 13927110063 13927110066 13927110132 13927110133 13927110141 13927110142 13927110143 13927110149 13927110151 13927111011 13927111013 13927111086 13927111089 13927111092 13927210006 13927210007 13927211039 13927310014 13927310020 13927310027 13927310028 13927310031 13927310032	R-3	T4-N

Parcel #	Current Zoning	New Zoning
13927310033 13927310034 13927310037 13927310045 13927310046 13927310047 13927310052 13927310057 13927310058 13927310059 13927310060 13927310065 13927310070	R-3	T4-N
13927110040 13927110044 13927110046 13927110049 13927110050 13927110053 13927110056 13927110127 13927110128 13927201002 13927210011 13927210014 13927210027 13927210029 13927210054 13927210055 13927210068 13927210069 13927210092 13927210094 13927210095 13927210096 13927210097 13927210108 13927210109 13927310026 13927310039 13927310044 13927310053 13927310054	R-4	T4-N
13927201003	C-V	T4-N

Parcel #	Current Zoning	New Zoning
13928703006	R-3	T5-C
13928703005 13928703013 13928703014 13928703015 13928703016 13928710000 13928711000	C-2	T5-C
13928703010 13928703011 13928703012	C-M	T5-C
13927310072 13928703004	C-2	T5-M
13927310095 13927705001 13927705002 13927705003 13928703002 13928703003 13928703007 13928703008 13928703017	C-M	T5-M
13927301003 13927310073 13927310089 13927310093 13927310094 13927310096 13927310098 13927401001 13927401002 13927401003 13927401004 13927401005 13927401006 13927401007 13927401010 13927401011 13927401012 13927401013 13927401016 13927401019 13927401020 13927401021 13927401022	M	T5-M

Parcel #	Current Zoning	New Zoning
13927401026 13927401030 13927401033 13927401034 13927401036 13927401039 13927401040 13927401041 13927402002 13927402003 13927402004 13927701001 13927702001 13927702002 13927702003 13927702004 13927702005 13927702006 13927702007 13927702008 13927702014 13927703001 13927704001 13927704002 13927704003 13927704004 13927713001 13928801002 13928801003 13928801007 13928801008 13928801009 13928801012 13928801013 13928801015 13928801016 13928801018 13928801020 13928802001	M	T5-M
13927701002	ROW	T5-M
13928503022	R-3	T5-N
13928503026 13928503027 13928503028	R-5	T5-N

AGENDA SUMMARY PAGE

City Council
Meeting of: December 7, 2022

Agenda Item No.:
33

DEPARTMENT: Community Development **DISCUSSION**
DIRECTOR: Seth Floyd

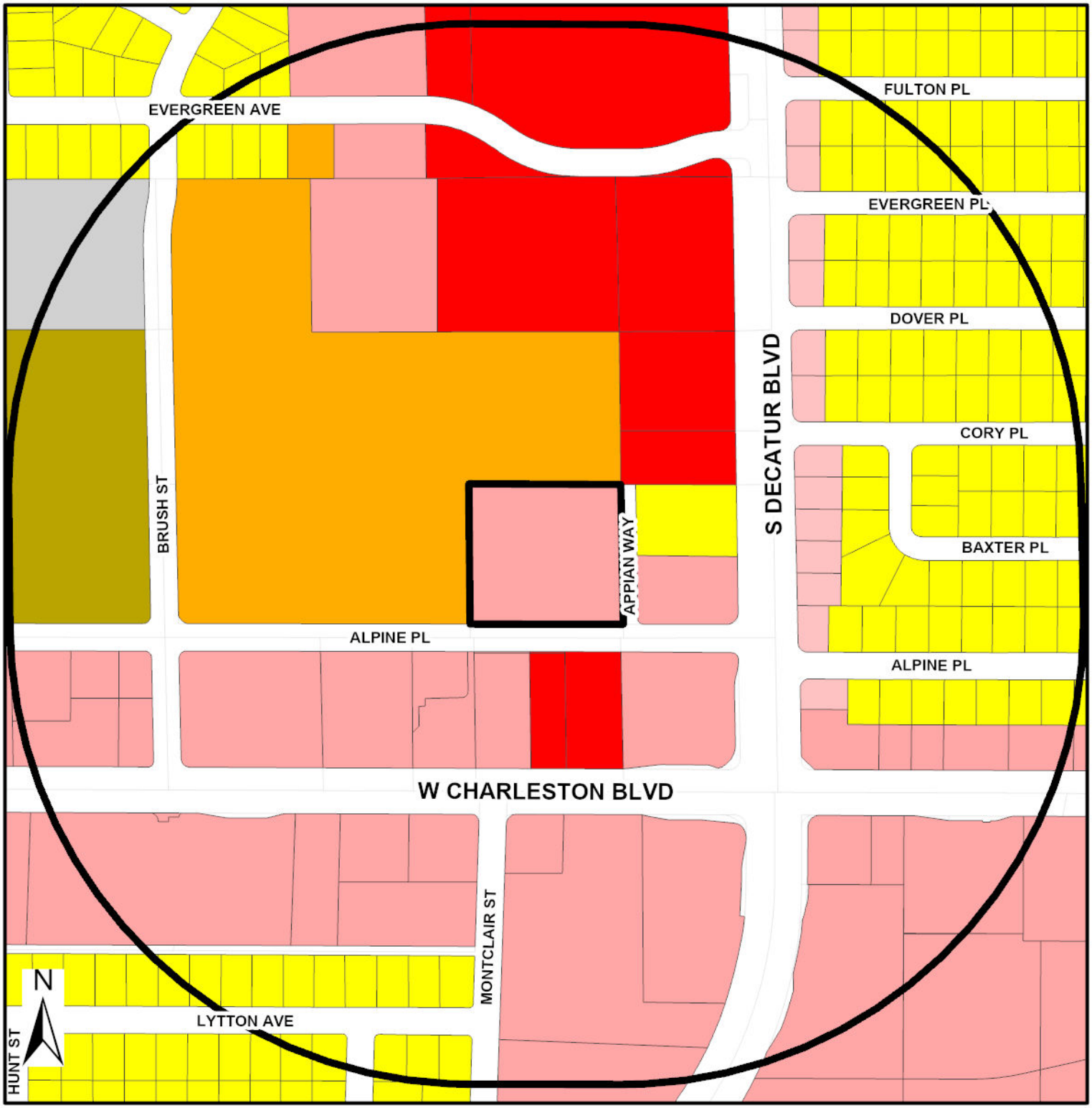
SUBJECT:
22-0391 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: AMBLESIDE PROPERTIES, LLLP - For possible action on the following Land Use Entitlement project requests on 13.87 acres located on the north side of Alpine Place approximately 250 feet west of Decatur Boulevard (APN 138-36-811-000), Ward 1 (Knudsen). Staff recommends APPROVAL on 22-0391-ZON1. Staff recommends DENIAL on 22-0391-VAR1, 22-0391-VAC1 and 22-0391-TMP1. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL on 22-0391-ZON1. Staff recommends DENIAL on 22-0391-VAR1, 22-0391-VAC1 and 22-0391-TMP1. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Land Use Map for 22-0391-ZON1
2. Location and Aerial Maps for 22-0391-VAC1
3. Location and Aerial Maps
4. Conditions and Staff Report
5. Supporting Documentation
6. Photo(s)
7. Justification Letter
8. School Development Tracking Form Submitted by Clark County School District for 22-0391-TMP1
9. Backup Submitted from the November 16, 2022 City Council Meeting
10. Submitted after Final Agenda - Abeyance Request Letter by Taney Engineering
11. Documentation Submitted for the September 13, 2022 Planning Commission Meeting
12. Documentation Submitted for the October 11, 2022 Planning Commission Meeting

22-0391-ZON1



Zoning

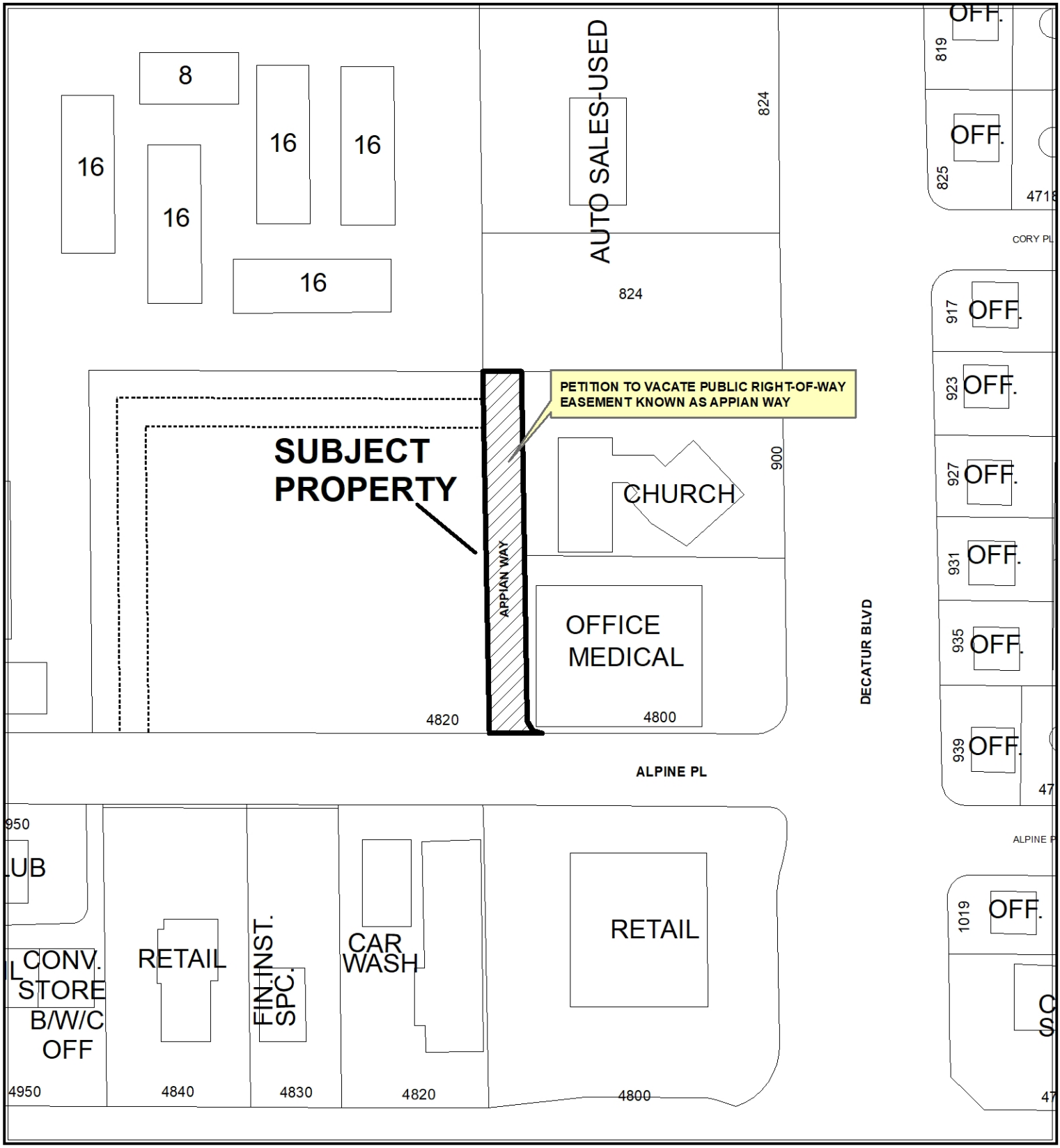
- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- 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
- T3-N - T3 Neighborhood
- T3-N-O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - T4 Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighborhood
- T5-M - T5 Maker
- T5-MS - T5 Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- T6-UG - T6 Urban General
- 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
- [illegible] - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM C-1 TO R-TH

Subject Property
Not City
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

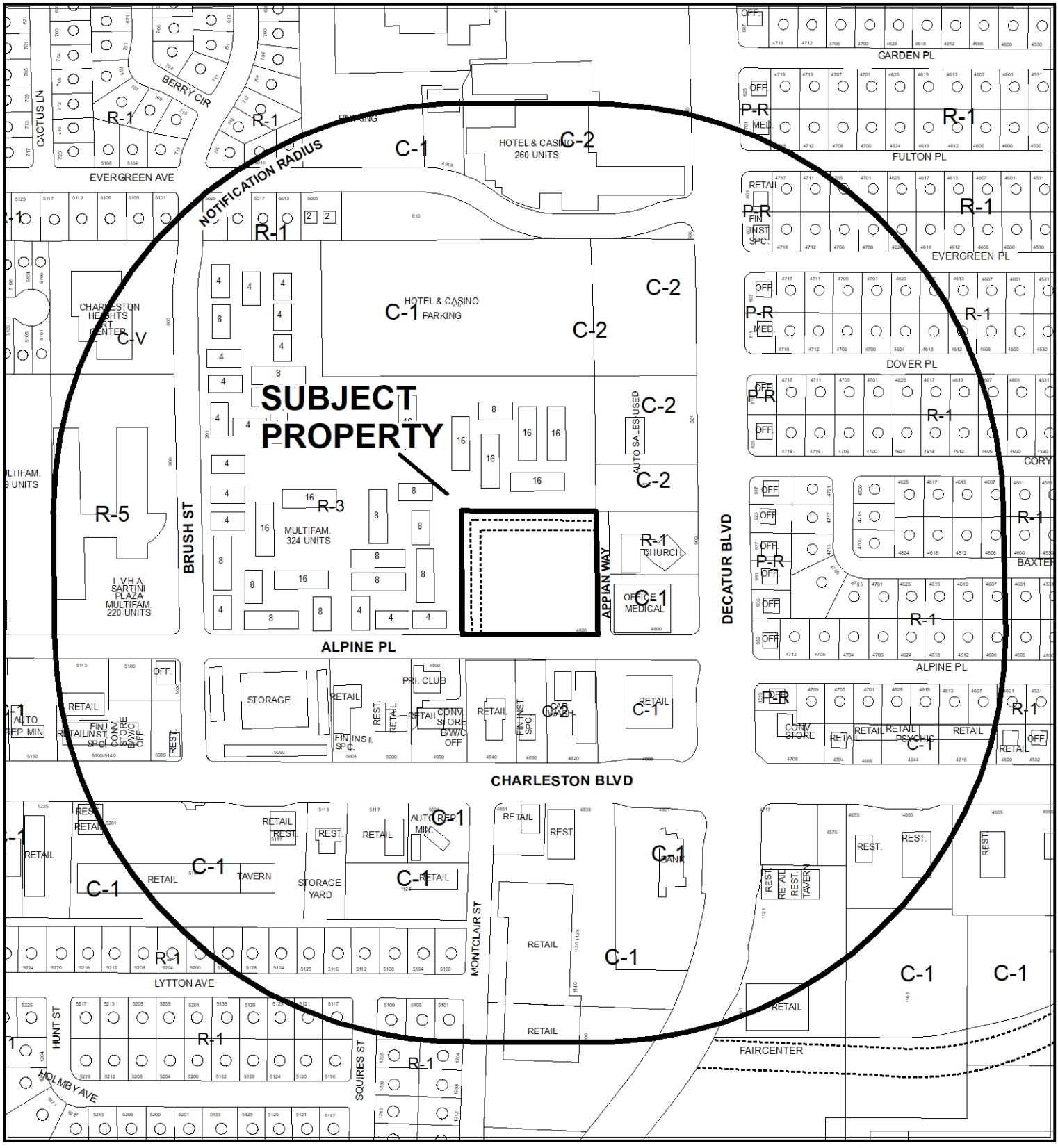
Date: Wednesday, August 3, 2022



CASE: 22-0391-VAC1



CASE: 22-0391-VAC1

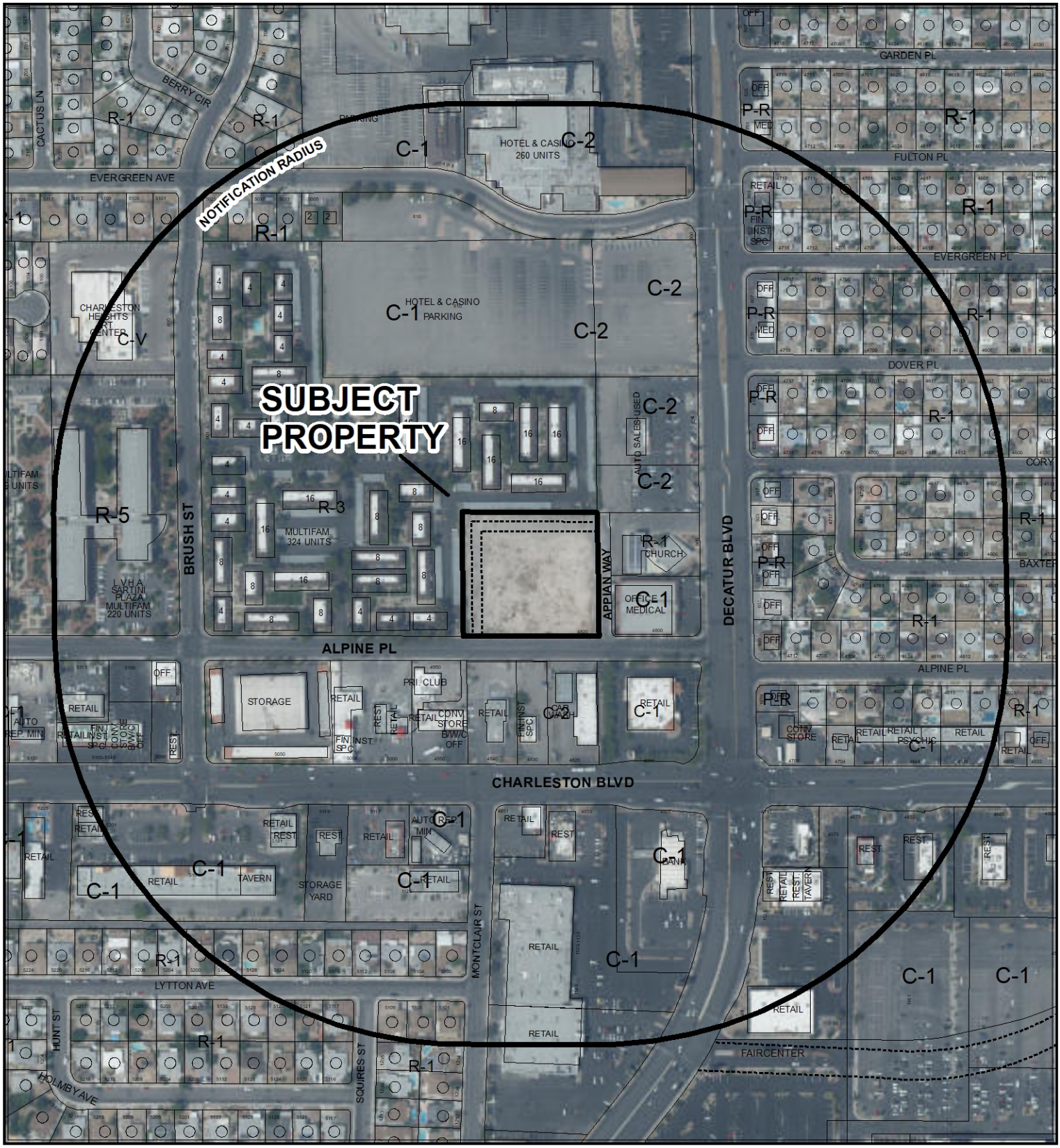


CASE: **22-0391**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL) TO R-TH (SINGLE-FAMILY ATTACHED)



CASE: **22-0391**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL) TO R-TH (SINGLE-FAMILY ATTACHED)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 16, 2022
DEPARTMENT: COMMUNITY DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: AMBLESIDE PROPERTIES, LLLP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0391-ZON1	Staff recommends APPROVAL.	
22-0391-VAR1	Staff recommends DENIAL, if approved subject to conditions:	22-0391-TMP1 22-0391-ZON1
22-0391-VAC1	Staff recommends DENIAL, if approved subject to conditions:	22-0391-ZON1 22-0391-VAR1
22-0391-TMP1	Staff recommends DENIAL, if approved subject to conditions:	22-0391-VAR1 22-0391-VAC1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 202 (By City Clerk) - 22-0391 [ZON1, VAR1 and TMP1]
38 - 22-0391-VAC1

PROTESTS 3 - 22-0391 [ZON1, VAC1 and TMP1]
1 - 22-0391 [VAR1]

APPROVALS 1

IR

**** CONDITIONS ****

22-0391-VAR1 CONDITIONS

Planning

1. Approval of Rezoning (22-0391-ZON1) and approval and conformance to the Conditions of Approval for Vacation (22-0391-VAC1) and Tentative Map (22-0391-TMP1) shall be required, if approved.

2. This approval shall be void four 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.

22-0391-VAC1 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as the east half of the Appian Way public right-of-way north of Alpine Place.

2. The Order of Vacation shall record concurrently with a Final Map for this site.

3. Provide a plan showing how the right-of-way proposed to be vacated will be incorporated into the abutting properties so that an un-maintained “no-man’s land” area is not produced by this action. The required plan shall identify exactly who is responsible to reclaim each portion of right-of-way and exactly how the right-of-way will be reclaimed, and shall provide a schedule of when such reclamation will occur. Such plan shall be approved by the City Engineer prior to the recordation of the Order of Vacation or the submittal of any construction drawings adjacent to or overlying the area requested for vacation, whichever may occur first.

4. Prior to the Order of Vacation, the applicant shall meet with the Sanitary Sewer Section of the Department of Public Works to determine if any Sewer Easements must be granted or reserved. Comply with the recommendations of the Sanitary Sewer Section.

5. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by 22-0391-TMP1 may be used to satisfy this requirement provided that it addresses the area to be vacated.

6. The Order of Vacation shall reserve easements for the facilities of all City of Las Vegas Franchise Holders unless written verifiable letters of consent without reservation are received prior to recordation.

7. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

8. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

9. If the Order of Vacation is not recorded within four (4) years after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

22-0391-TMP1 CONDITIONS

Planning

1. Prior to the submittal of a Final Map for this site, the applicant shall either record an Order of Vacation, such as 22-0391-VAC1, or receive approval of Variance of Title 19.04.110 to allow the development to occur without dedicating the west half of Appian Way.

2. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

3. Approval of Rezoning (22-0391-ZON1), approval and conformance to the Conditions of Approval for Variance (22-0391-VAR1) and Vacation (22-0391-VAC1) shall be required, if approved.

4. Street names must be provided in accordance with the City's Street Naming Regulations.

5. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

6. Eight, 24-inch box shade trees shall be provided within the landscape buffer adjacent to Alpine Place.

7. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

8. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

9. A private Sewer Easement must be granted in favor of the owner of Assessor's Parcel Number 138-36-802-001, unless an alternate sewer design requires this easement to be public, for the existing sewer line and manhole in Common Element A. The final location and design of the sewer path for Assessor's Parcel Number 138-36-802-001 must be approved by the Sanitary Sewer Section of the Department of Public Works. Comply with the recommendations of the Sanitary Sewer Section.

10. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

11. Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the "Meadows-Charleston Storm drain Essex to Lindell" project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

12. Prior to the submittal of construction drawings for this site, submit a pedestrian circulation plan to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. Comply with the recommendation of the approved pedestrian circulation plan.

13. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

14. As per Unified Development Code (UDC) 19.16.060.G, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method in accordance with UDC sections 19.02.130.

15. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. A deviation from standards for substandard street corner Knuckles is hereby approved, and for no-crown roadways (subject to drainage study approval). No other deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to construct a single-family attached development within a 32-lot subdivision on 13.87 acres located on the north side of Alpine Place, approximately 250 feet west of Decatur Boulevard.

ISSUES

- The applicant is requesting a Rezoning from C-1 (Limited Commercial) to R-TH (Single-Family Attached). Staff supports this request.
- The applicant is requesting a Tentative Map for a 32-lot single-family attached residential subdivision. Staff does not support this request.
- The applicant is requesting a Vacation of a 30-foot portion of Appian Way. The applicant has not obtained written consent from all adjacent property owners in support of the requested Vacation, which staff requires in order to recommend approval. Staff does not support this request.
- The applicant is requesting a Variance for private streets without gates that do not meet Title 19.04 Complete Street development standards. Staff does not support this request.

ANALYSIS

The property is currently zoned C-1 (Limited Commercial) with a TOD-1 (Transit Oriented Development-1) General Plan land use designation. The C-1 (Limited Commercial) zone is meant for light commercial and office uses. The TOD-1 land use designation is intended to allow higher intensity mixed use and walkable development to support better transit options. The property was previously occupied by a commercial condo development that has since been demolished.

Rezoning

The applicant is requesting a rezoning from C-1 (Limited Commercial) to R-TH (Single-Family Attached) in order to develop a 32-lot single-family attached residential development. The C-1 District is summarized in Title 19:

> The C-1 District is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors.

Title 19 summarizes the R-TH District as follows:

> The purpose of the R-TH district is to accommodate single family attached residences with designs and densities that transition between multi-family and single family uses. The R-TH district is consistent with the policies of the Medium Density Residential category of the General Plan.

This application to rezone to a single-family attached district on the property at Appian Way and Alpine Place is appropriate. The proposed R-TH zoning district is compatible with surrounding lands. Property to the north and west sides of the subject site is zoned R-3 (Medium Density Residential) and contains a 324-unit Multi-Family Residential development. Properties to the south and east are zoned C-1 (Limited Commercial) and C-2 (General Commercial) with various medical office, retail, and service uses.

According to the City of Las Vegas 2050 Master Plan, the TOD-1 (Transit Oriented Development-1) is intended for higher intensity, mixed use, and transit oriented development suitable for future light rail corridors. All zoning districts are permitted within this land use designation until further action by Planning Commission or City Council. Eventually zoning districts will be crafted to support the TOD land use categories.

The proposed R-TH zoning district complements the TOD-1 land use because it supports a medium density residential development. Medium and high density developments help support walkability and transit by providing a critical mass of potential transit users within a reasonable distance of future transit stops. Staff support the request to rezone the subject property from C-1 (Limited Commercial) to R-TH (Single-Family Attached).

Variance

The applicants have applied for a Tentative Map with a non-standard curb type not addressed in Title 19. In addition, the applicant is proposing non-standard private streets that do not meet public street requirements per Title 19.04, without gates as required. Both of these result in the need for a Variance. There are no unique features of the subject site that would create a hardship. Therefore staff finds the Variance request to be preferential in nature, and to be the result of a self-imposed hardship. Therefore, staff recommend denial of the requested Variance.

Vacation

There is a half-street (right-of-way was dedicated from only one property owner) to the east of the subject property. The portion of the right-of-way on the subject property was never dedicated to the City. In order to avoid having to dedicate their portion of the right-of-way, the applicant is requesting a Vacation of 30 feet of Appian Way immediately to the east of the subject property.

The 30-foot portion of Appian Way is not currently used as an actual right-of-way so much as an access driveway for a church and social services office via Alpine Place. If the Vacation is approved, the land would revert to the private property of the church and social services office. The applicant has not obtained written consent from these property owners in support of the requested Vacation. Staff will not support the requested Vacation without the consent of all parties affected.

Tentative Map

The applicant proposes a 32-lot Tentative Map in order to subdivide the property to sell individual dwelling units. The map consists of 32 lots ranging from 1,600 to 3,277 square feet with 7,820 square feet dedicated for open space. The map features 47-foot wide private streets with five-foot sidewalks. The proposed street network connectivity ratio of 1.50 exceeds the minimum requirement of 1.30. The proposal meets the perimeter landscaping requirements for Title 19.06.090, which requires six feet along the property line fronting the right-of-way.

The applicant proposed private streets without a gate, which requires a Variance. In addition, the plan features guest spaces that back onto the right-of-way, which conflicts with parking provisions in Title 19. Due to the requested Variance associated with the map, staff recommend denial of the requested Tentative Map.

FINDINGS (22-0391-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.**

   The R-TH zoning district is permitted in the TOD-1 (Transit Oriented Development-High) land use category and is supported by the goals of said land use category, therefore the proposal conforms to 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.

The proposed R-TH zoning district allows single family attached and single family detached uses. The surrounding uses include multi-family residential and low intensity commercial. The proposed R-TH zoning district supports uses that are compatible with existing surrounding uses.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

There is a demonstrated need for more housing in the city, therefore the need for housing indicates the appropriateness of the rezoning.

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 property is served by Alpine Place, a 60-foot Local Street as defined by Title 13. Alpine Place connects to South Decatur Boulevard, a 100-foot Primary Arterial as classified by the Master Plan of Streets and Highways. The properties have adequate capacity to serve the uses allowed by the proposed zoning district.

FINDINGS (22-0391-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 requesting a street and curb type that does not meet street standards. Applying the correct street width and gating the streets would allow conformance to the Title 19 requirements. 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.

FINDINGS (22-0391-VAC1)

The Department of Public Works has presented the following information concerning this request to vacate certain public street ROW:

A. Does this vacation request result in uniform or non-uniform right-of-way widths?
Uniform – eliminates Appian.

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability?
No.

C. Does it appear that the vacation request involves only excess right-of-way?
No.

D. Does this vacation request coincide with development plans of the adjacent parcels?
Yes.

E. Does this vacation request eliminate public street access to any abutting parcel?
No.

F. Does this vacation request result in a conflict with any existing City requirements?
Yes, need signed affidavits of support from affected property owners.

G. Does the Department of Public Works have an objection to this vacation request?
Yes. Due to the applicant not presenting signed affidavits of support from the adjacent affected property owners, staff recommends denial of the Petition to Vacate.

FINDINGS (22-0391-TMP1)

The proposed Tentative Map conforms to Nevada Revised Statutes and Title 19 requirements for tentative maps. However, the design of this subdivision does not meet Title 19 requirements regarding street width and gating of a private road that does not meet public street standards, requiring a Variance that staff does not support. Therefore, staff also recommends denial of the requested Tentative Map, subject to conditions if approved.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/30/20	A Code Enforcement case (CE20-02488) was processed for graffiti and trash at the property at Alpine Place and Appian Way. The case was resolved on 03/31/22.
06/02/21	The City Council Approved a General Plan Amendment (21-0029-GPA1) To adopt the City Of Las Vegas 2050 Master Plan and amend the City Of Las Vegas general plan from: various categories to: TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), Toc-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2), Or NMXU (Neighborhood Center Mixed Use) within the City Of Las Vegas (Multiple APNS). The Planning Commission and staff recommended approval.
03/28/22	A Code Enforcement case (CE22-01503) was processed for homeless encampments and break-ins to neighboring property at the property at Alpine Place and Appian Way. The case was resolved on 05/16/22.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/13/22	The Planning Commission voted (7-0) to hold in ABEYANCE 22-0391 [ZON1, VAR1, VAC1 and TMP1] to the October 11, 2022 Planning Commission meeting.
10/11/22	The Planning Commission voted (7-0) to recommend APPROVAL of the following Land Use Entitlement project requests on 13.87 acres located on the north side of Alpine Place approximately 250 feet west of Decatur Boulevard (APN 138-36-811-000), Ward 1 (Knudsen). **22-0391-ZON1** - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO R-TH (SINGLE-FAMILY ATTACHED) **22-0391-VAR1** - VARIANCE - TO ALLOW A PRIVATE STREET WITHOUT A GATE THAT DOES NOT MEET COMPLETE STREET STANDARDS **22-0391-VAC1** - VACATION - PETITION TO VACATE 30 FEET OF PUBLIC RIGHT-OF-WAY KNOWN AS APPIAN WAY **22-0391-TMP1** - TENTATIVE MAP - ALPINE & APPIAN SINGLE-FAMILY RESIDENTIAL - FOR A 32 LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
02/17/22	A deed was recorded for a change in ownership.

Pre-Application Meeting	
07/13/22	Staff met with the applicants to discuss the Title 19 and submittal requirements for a Tentative Map, Vacation, Variance and Rezoning.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Net Acres	13.87

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TOD-1 (Transit Oriented Development - High)	C-1 (Limited Commercial)
North	Multi-Family Residential	TOD-1 (Transit Oriented Development - High)	R-3 (Medium Density Residential)
South	Car Wash, Full Service or Auto Detailing	TOD-1 (Transit Oriented Development - High)	C-1 (Limited Commercial)
	Financial Institution, Specified		C-2 (General Commercial)
East	Health Club	TOD-1 (Transit Oriented Development - High)	C-1 (Limited Commercial)
West	Multi-Family Residential	TOD-1 (Transit Oriented Development - High)	R-3 (Medium Density Residential)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Charleston	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
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

IR

DEVELOPMENT STANDARDS

Pursuant to 19.06.090 R-TH (Single Family Attached), the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	20 Feet	20-25 Feet	Y
Min. Setbacks			
• Front	10 Feet	10 Feet	Y
• Side	NA	NA	Y
• Corner	10 Feet	10 Feet	Y
• Rear	5 Feet	5 Feet	Y
Min. Distance Between Buildings	NA	NA	NA
Max. Lot Coverage	95 %	95 %	Y
Max. Building Height	3 Stories or 45 Feet	45 Feet	Y

Existing Zoning	*Permitted Density*	*Units Allowed*
C-1	NA	NA
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-TH	1 unit per lot	32

Pursuant to 19.06.090 R-TH (Single Family Attached), the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • South	1 Tree / 30 Linear Feet	8 Trees	8 Trees	Y*
TOTAL PERIMETER TREES		**8 Trees**	**8 Trees**	**Y***
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	0 Feet		0 Feet	Y
• South (ROW)	6 Feet		6 Feet	Y
• East	0 Feet		0 Feet	Y
• West	0 Feet		0 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	Y

* A condition of approval has been added for future submitted plans to meet this standard.

IR

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Alpine Place	Local Street	Title 13	60	Y
Decatur Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	128	Y

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		3	-
Intersection – Internal		-	2
Cul-de-sac Terminus		-	-
Intersection – External Street or Stub Terminus		-	-
Intersection – Stub Terminus with Temporary Turnaround Easements		-	-
Non-Vehicular Path - Unrestricted		-	-
Total		3	2
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.50**	

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single-Family Attached	32 Dwelling Units	2 unimpeded per unit plus 1 guest space per 6 units	69				
TOTAL SPACES REQUIRED			69		70		Y
Regular and Handicap Spaces Required			68	1	69	1	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) Zone Change & Tentative Map

Project Address (Location) Alpine & Appian

Project Name Alpine & Appian **Proposed Use**

Assessor's Parcel #(s) 138-36-811-000, 138-36-811-001 thru -034 **Ward #** 1

General Plan: Existing Proposed **Zoning:** Existing C-1 Proposed R-1

Additional Information

Property Owner MOGEN HOLDINGS CO LLC Contact
Address 345 N Maple Dr. Ste, 294 City Beverly Hills State CA Zip 90210
E-mail Phone

Applicant Ambleside Properties LLLP Contact Rahoul Sharan
Address 4471 Dean Martin Dr. #806 City Las Vegas State NV Zip 89103
E-mail rahoulsharan@gmail.com Phone 604-889-9051

Representative Taney Engineering Contact Elisha Scrogum
Address 6030 S. Jones Blvd City Las Vegas State NV Zip 89103
E-mail elishas@taneycorp.com Phone 702-362-8844

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 Rahoul Sharan

Subscribed and sworn before me
This 23rd day of June, 2022

Elisha Scrogum
Notary Public in and for said County and State

ELISHA L SCROGUM
Notary Public, State of Nevada
Appointment No. 07-7901-1
My Appt. Expires Feb 12, 2026

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101488-PRE- Alpine Place and Appian Way

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☑ 1. Name of the proposed subdivision.
- ☑ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☑ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☑ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☑ 5. Identification of adjoining properties.
- ☑ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☑ 7. Existing structures and other physical features.
- ☑ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☑ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☑ 10. Existing and proposed street names.
- NR 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☑ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☑ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- NA ☐ 14. Existing and proposed storm drains.
- ☑ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☑ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.
- ☑ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

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☑ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

NR 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☑ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

NR 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

NA 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

NA 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code.

☐ 3. Any proposed deviations from City standards. DEVIATIONS MUST BE IDENTIFIED ON MAP SUCH AS "KNUCKLE".

☐ 4. A copy of the deed for the property, if required.

☐ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. A compatible digital format copy of the tentative map.

☐ 7. If applicable, a letter indicating that an in lieu of park is proposed.

Reviewed by: _____

Department of Public Works Signature: _____

Date: _____

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22-0391
07/22/2022

EXHIBIT "A"

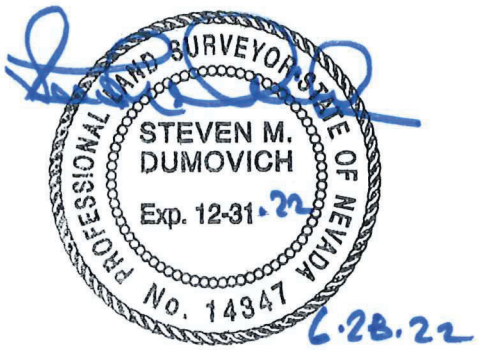
THE PURPOSE IS TO VACATE A PORTION OF RIGHT-OF-WAY OF APPIAN WAY DEDICATED PER 321:0280600 O.R. AND 653:0524908 O.R.

THE WEST 25.5 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAT QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTH EAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AND THE AREA OF A 15 FOOT RADIUS SPANDREL IN THE SOUTHWEST CORNER, TANGENT OF THE WEST BY THE EAST LINE OF SAID WEST 25.5 FEET AND TANGENT ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 30 FEET OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAT QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTH EAST QUARTER (SE 1/4) OF SECTION 36;

EXCEPTING THEREFROM THE SOUTH 30 FEET OF SAID WEST 25.5 FEET.

ATTACHED HERETO ARE MAPS TITLED "EXHIBIT B" AND BY THIS REFERENCE, ARE MADE A PART HEREOF.

PURPOSE:	RIGHT-OF-WAY VACATION
PREPARED BY:	STEVEN M DUMOVICH 6030 SO. JONES BOULEVARD LAS VEGAS, NEVADA 89118
JOB NAME:	ALPINE & APPIAN
JOB NUMBER:	SHN22005
GOVERNING ENTITY:	CITY OF LAS VEGAS
FILE NAME:	SHN22005 ROW VAC



22-0391
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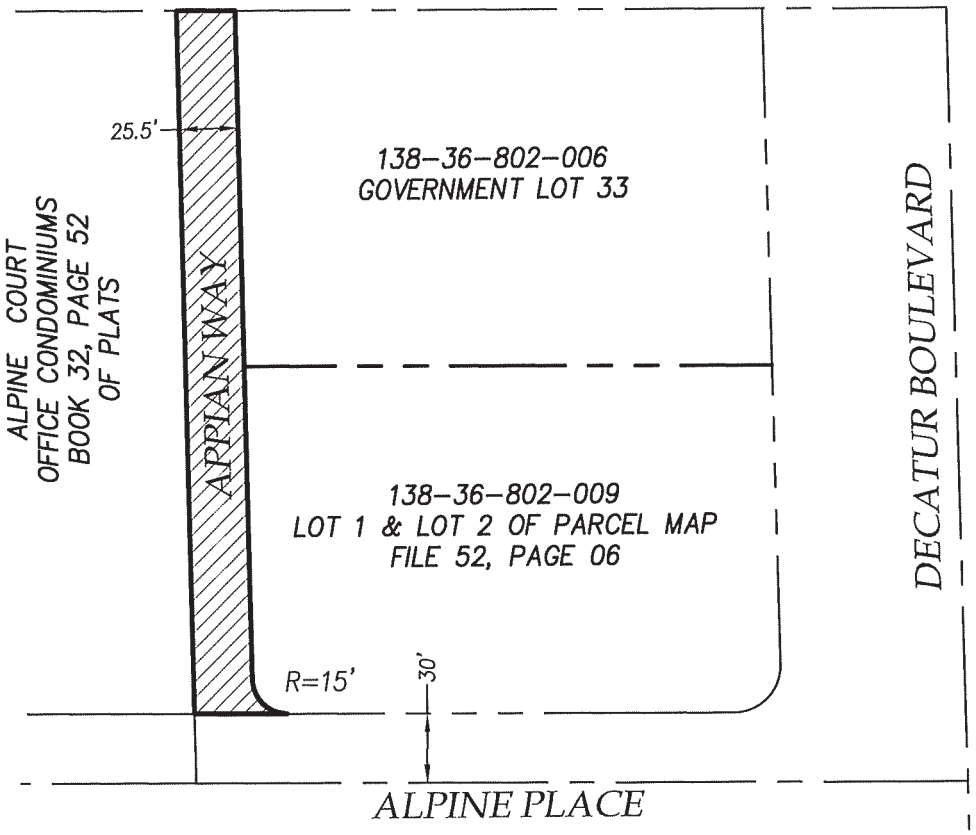
EXHIBIT B

NORTH
SCALE 1"=80'

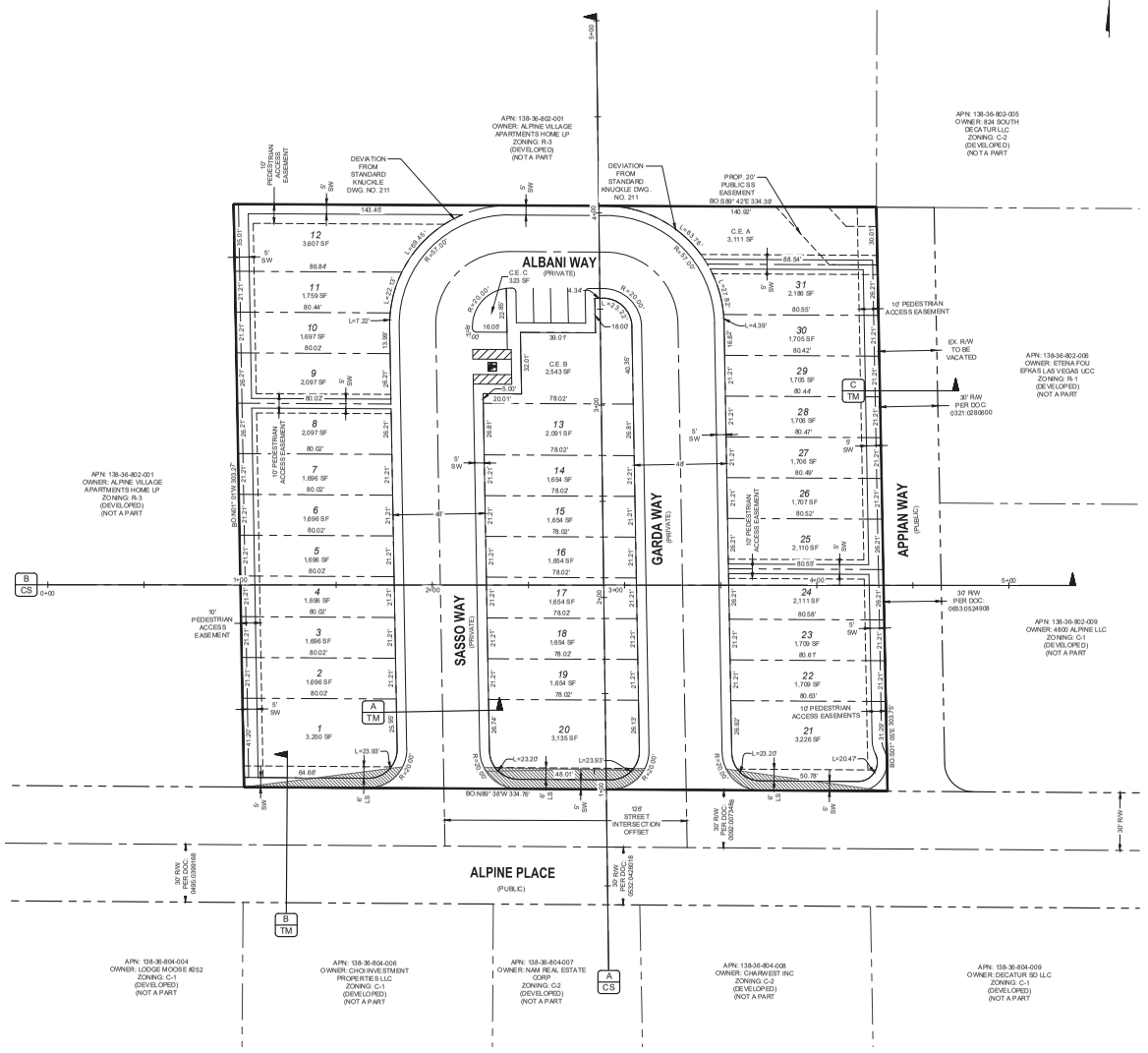


RIGHT-OF-WAY DEDICATED PER 653:0524908 O.R. & 321:0280600 O.R. TO BE VACATED

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SHT 1 OF 1 DATE: 6.29.22

TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NEVADA 89118
(702) 362-8844 FAX:(702) 362-5233



UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

CONNECTIVITY

3 LINKS
2 NODES
RATIO: 3/2=1.5

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	10 FT	10 FT
FRONT GARAGE:	10 FT	18 FT
INTERIOR SIDE:	0 FT	0 FT
CORNER SIDE:	10 FT	10 FT
REAR:	5 FT	10 FT

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES, A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE, A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES PLANTED EVERY 30 FT. ON ALPINE PLACE. LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGATATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

WASTEWATER CALCULATIONS

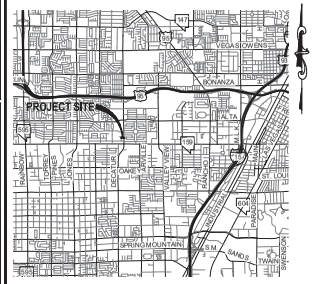
FACILITY TYPE: SINGLE-FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD: 31 HOUSES

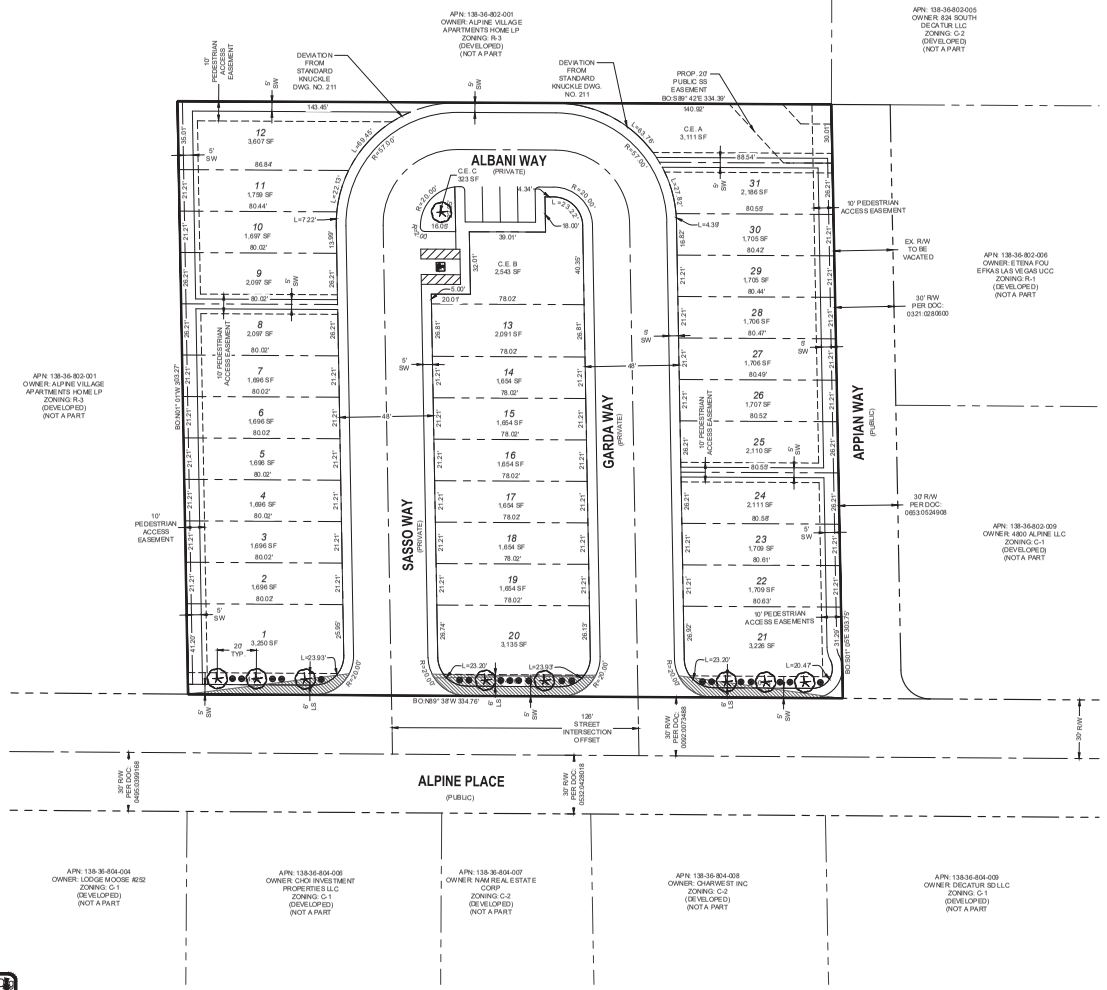
AVERAGE FLOW = 0.0076 MGD (31 ERUS)
PEAK FLOW = 0.0266 MGD (109 ERUS)
PEAK + WET WEATHER = 0.0333 MGD (137 ERUS)

CALCULATIONS:
AVG FLOW = 31 X 90.000 GAL X 1 MG = 0.0076 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0076 X 3.5 = 0.0266 MGD
PEAK + WET WEATHER FLOW = 0.0266 MGD X 1.25 = 0.0333 MGD

VICINITY MAP

NOT TO SCALE


PROJECT SITE
RANCHO
DECATUR
CHARLESTON
BONANZA
LAS VEGAS
SPRING MOUNTAIN
SUMMERLIN
CENTENNIAL HILLS
ANTHEM
HENDERSON
SUNRISE MANOR
PARADISE
WINCHESTER
ENTERPRISE
SUNRISE MOUNTAIN
SLOAN
JEAN
NELLIS AFB
NORTH LAS VEGAS
CRAIG
MOAPA VALLEY
MOAPA
OVERTON
LOGANDALE
MESQUITE
BUNKERVILLE
GLENDALE
ST. THOMAS
CLARK
NYE
LINCOLN
WHITE PINE
LINCOLN
MOHAVE
COCONINO
ARIZONA
UTAH
NEVADA
CALIFORNIA
95
15
215
160
160
93
93
93



SCALE: 1" = 30'

30' 15' 30' 60' 90'

TREE/ PLANT SCHEDULE

*SPACING PER LANDSCAPING NOTE

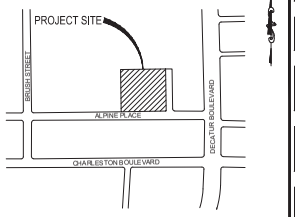
SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	PER PLAN	24" Box	PER PLAN	SHOESTRING ACACIA OR EQUIVALENT	Acacia stenophylla
	PER PLAN	1-5 Gallon	N/A	TEXAS SAGE O/R EQUIVALENT	Leucophyllum frutescens

PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-36-811-000
PROPOSED USE OF PROPERTY:	SINGLE-FAMILY ATTACHED
EXISTING ZONING:	C-1
PROPOSED ZONING:	R-TH
TOTAL PROPOSED LOTS:	31 LOTS / 3 LOTS (COMMON LOTS)
GROSS ACREAGE:	13.87 ACRES
NET ACREAGE:	13.87 ACRES
DENSITY (BASED ON GROSS ACREAGE):	2.24 LOTS/ACRE
SMALLEST LOT SIZE:	1,654 SF
LARGEST LOT SIZE:	3,607 SF
AVERAGE LOT SIZE:	1,981 SF
MINIMUM LOT SIZE ALLOWED:	1,600 SF
MAXIMUM HEIGHT ALLOWED:	45 FT
OPEN SPACE REQUIRED:	N/A
OPEN SPACE PROVIDED:	5,654 SF
PARKING REQUIRED:	68 SPACES
PARKING PROVIDED:	68 SPACES (2 UNIMPEDED SPACES PER LOT AND 6 GUEST PARKING SPACES)

KEY MAP

NOT TO SCALE



ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
CNLV	CITY OF NORTH LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
COH	CITY OF HENDERSON	ROW	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	UBD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

WASTEWATER CALCULATIONS

FACILITY TYPE: SINGLE-FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD: 31 HOUSES

AVERAGE FLOW = 0.0076 MGD (31 ERUS)
PEAK FLOW = 0.0266 MGD (109 ERUS)
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CONNECTIVITY

3 LINKS
2 NODES
RATIO: 3/2=1.5

BUILDING SETBACKS

	REQUIRED	PROPOSED
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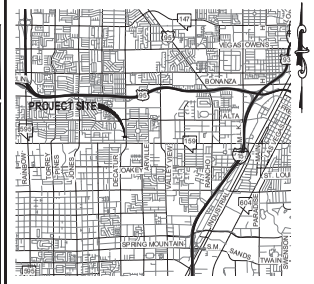
A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

VICINITY MAP

NOT TO SCALE



OWNER

AMBLESIDE PROPERTIES
4471 DEAN MARTIN DR. #806
LAS VEGAS, NV 89103
(604) 869-9051

DEVELOPER

AMBLESIDE PROPERTIES
4471 DEAN MARTIN DR. #806
LAS VEGAS, NV 89103
(604) 869-9051

BASIS OF BEARING

N89° 33' 00" W BEING THE CENTERLINE OF CHARLESTON BOULEVARD AS SHOWN ON RECORD OF SURVEY MAP FILE 13 PAGE 60 CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

BENCHMARK

MONUMENT ID: TLV013139WB
RIVET & PLATE IN TOP OF CURB AT NE CORNER OF DECATUR & CHARLESTON
ELEVATION (METERS): 670.37
ELEVATION (FEET): 2,199.37

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION, TOWNSHIP 20 SOUTH, RANGE 60 E, M.D.B. & M. IN THE COUNTY OF CLARK, STATE OF NEVADA, AS SHOWN ON RECORD OF SURVEY MAP, FILE 13, PAGE OF CLARK COUNTY, NEVADA RECORDS.

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

22-0391
10/11/2022

NO	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

AMBLESIDE PROPERTIES

EST. 2000

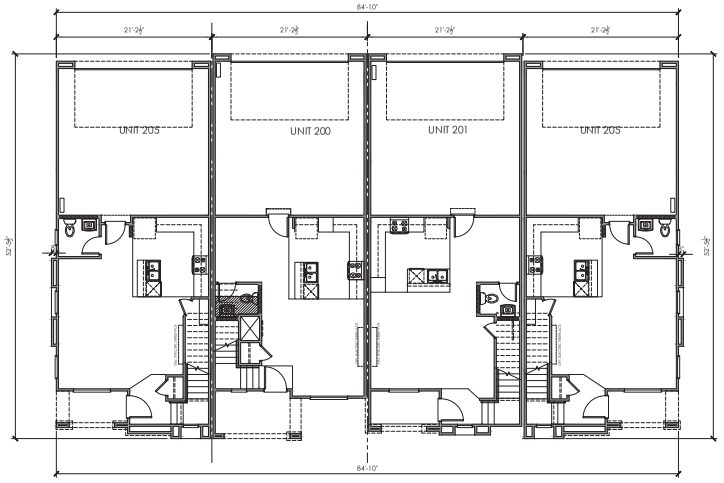
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

ALPINE & APPIAN
SINGLE-FAMILY ATTACHED
LANDSCAPE PLAN

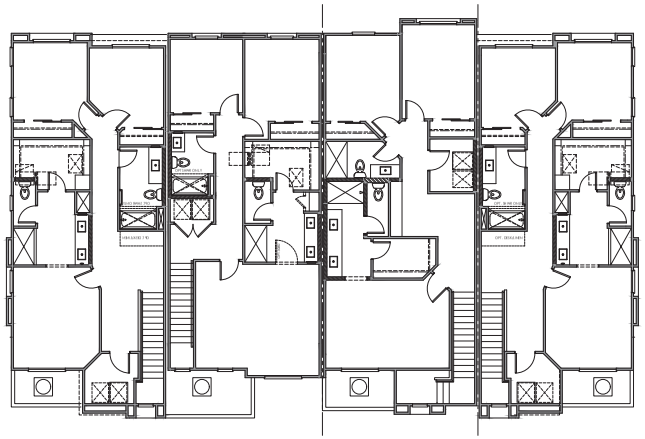
DATE: 10/11/2022
SCALE: 1"=30'
JOB NO: SHN-21-003
DESIGNED BY: JJ CHECKED BY: RC
SHEET NAME: LS
SHEET NUMBER: 1 OF 1
CLV 0000000

Call before you DIG
Avoid cutting underground utility lines. It's costly.
CALL 811
OR 1-800-227-2600

LAST PLOT: Jeremiah Johnson
FILE NAME: S:\ACTIVE\SHAHAN PROPERTIES LLC\SHN-21-003 - ALPINE & APPIAN\ENG\1 ENTITLEMENTS\ENG\SHN003_TM.DWG



FIRST FLOOR



SECOND FLOOR

22-0391

ALPINE AND APPIAN MULTI-FAMILY

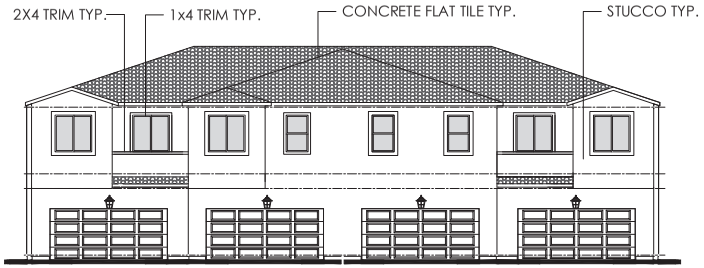
RFT DESIGN
ARCHITECTURE
PLANNING
LANDSCAPE
GRAPHICS
RFTDESIGN.COM

13700 ALTON PKWY
IRVINE
CALIFORNIA
92618
T 949.461.0605
F 949.833.9603

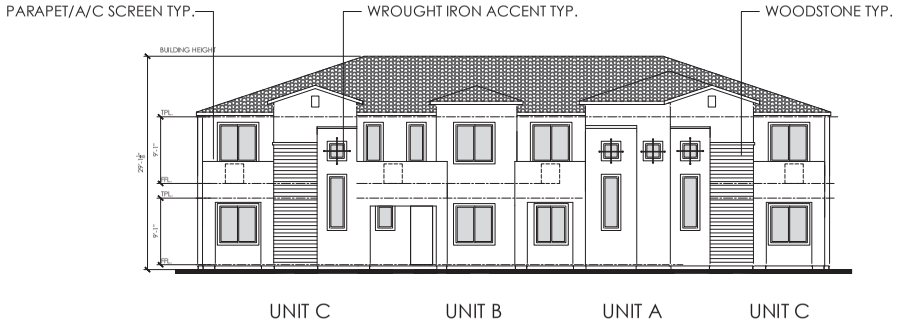
4 UNIT BUILDING
FLOOR PLANS

HARMONY HOMES

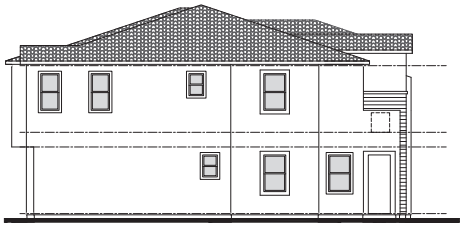
PROJECT NO: 22020
DATE: 10.05.22
TITLE: FLOOR PLANS
SCALE: 1/8" = 1'-0"



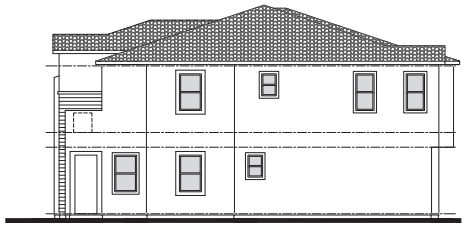
REAR ELEVATION



FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

22-0391
Attachment 2

ALPINE AND APPIAN MULTI-FAMILY

RFT DESIGN
ARCHITECTURE
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LANDSCAPE
GRAPHICS
RFTDESIGN.COM

13700 ALTON PKWY
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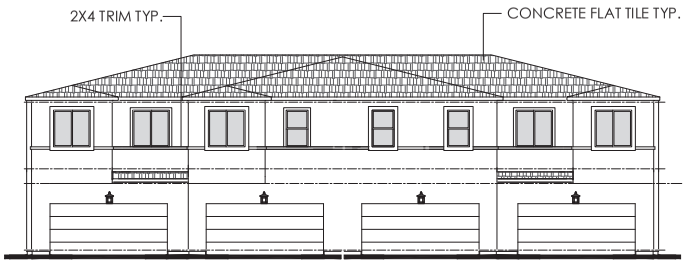
4 UNIT BUILDING 'A' ELEVATIONS

HARMONY HOMES

PROJECT NO: 22020
DATE: 10.05.22
TITLE: ELEVATIONS
SCALE: 1/8" = 1'-0"



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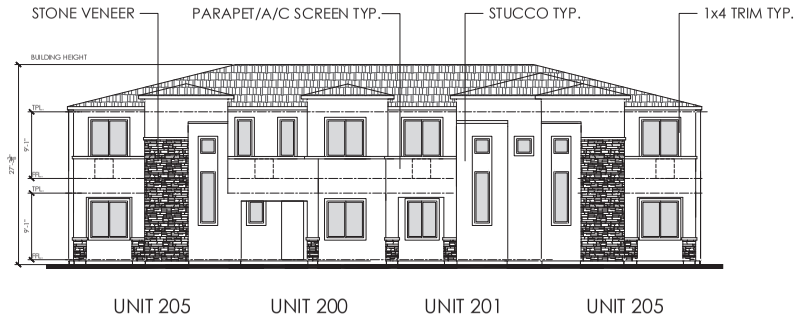

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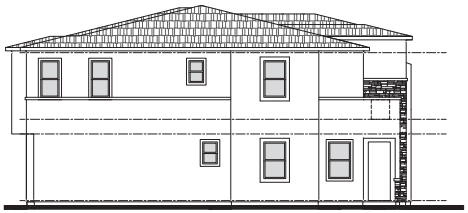
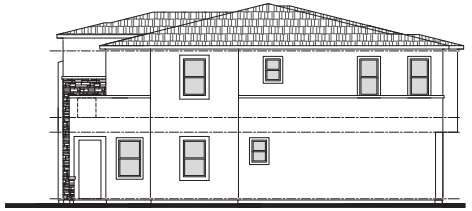


LEFT ELEVATION



RIGHT ELEVATION

22-0391

ALPINE AND ARPIAN MULTI-FAMILY

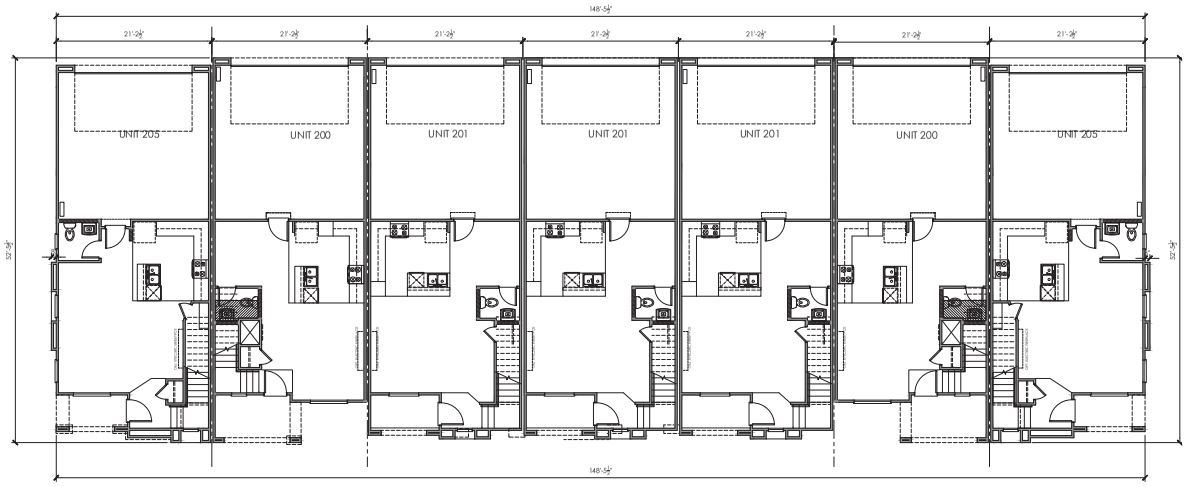
RFT DESIGN 13700 ALTON PKWY
ARCHITECTURE IRVINE
PLANNING CALIFORNIA
LANDSCAPE 92618
GRAPHICS T949.461.0605
RFTDESIGN.COM F949.833.9603

4 UNIT BUILDING 'B'
ELEVATIONS

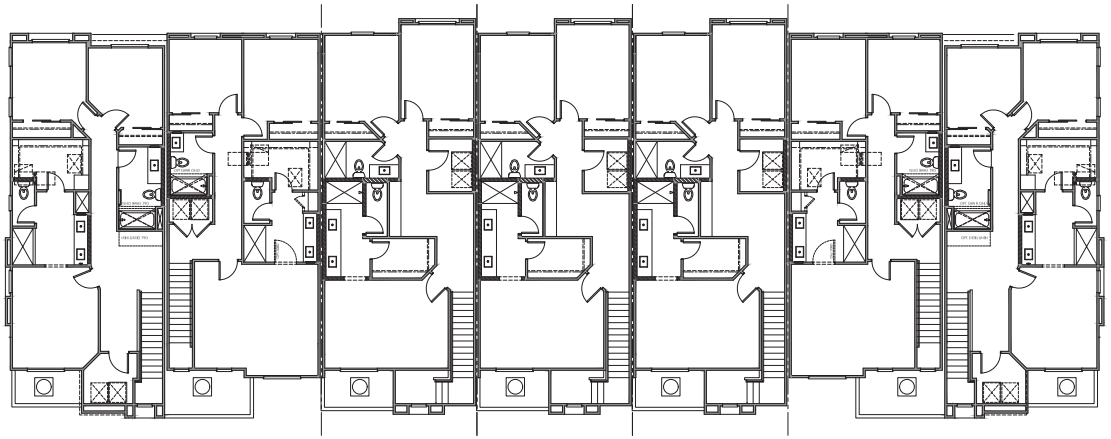
HARMONY HOMES

PROJECT NO: 22020 TITLE: ELEVATIONS

DATE: 10.05.22 SCALE: 1/8" = 1'-0"



FIRST FLOOR



SECOND FLOOR

22-0391

ALPINE AND APPIAN MULTI-FAMILY

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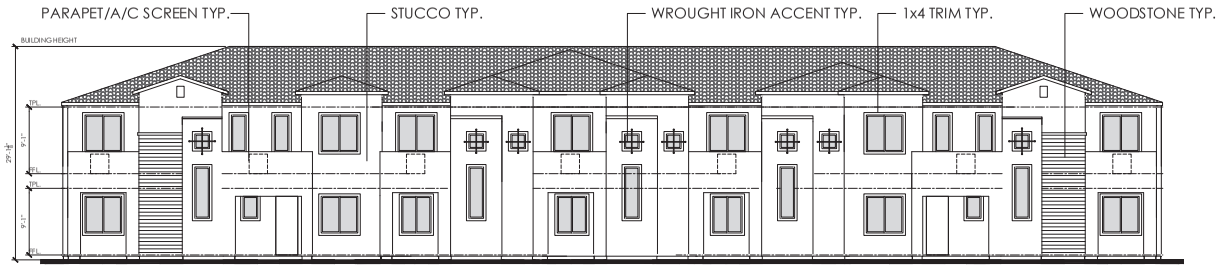
LANDSCAPE 92618
GRAPHICS T949.461.0605
RFTDESIGN.COM F949.833.9603

7 UNIT BUILDING
FLOOR PLANS

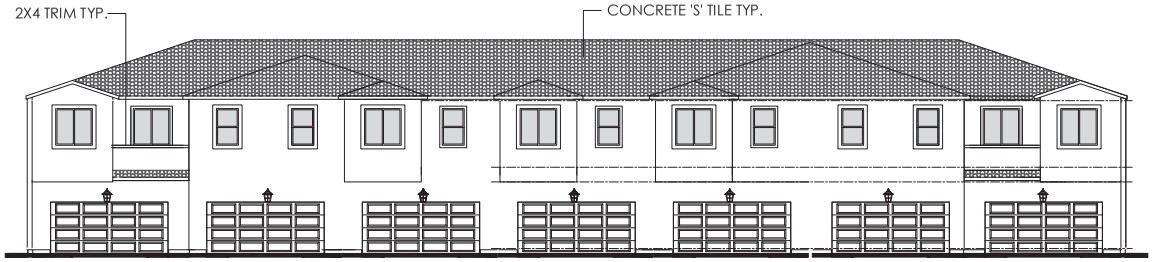
HARMONY HOMES

PROJECT NO: 22020 TITLE: FLOOR PLANS

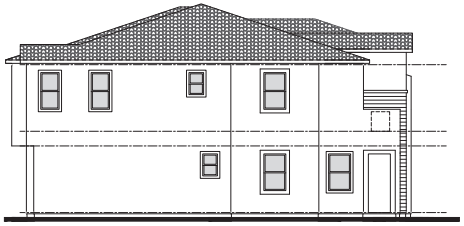
DATE: 10.05.22 SCALE: 1/8" = 1'-0"



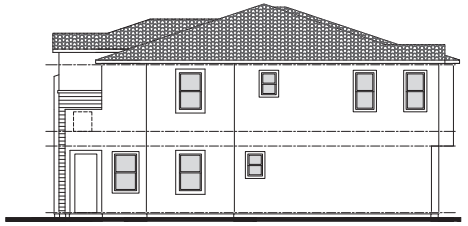
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

22-0391

ALPINE AND APPIAN MULTI-FAMILY

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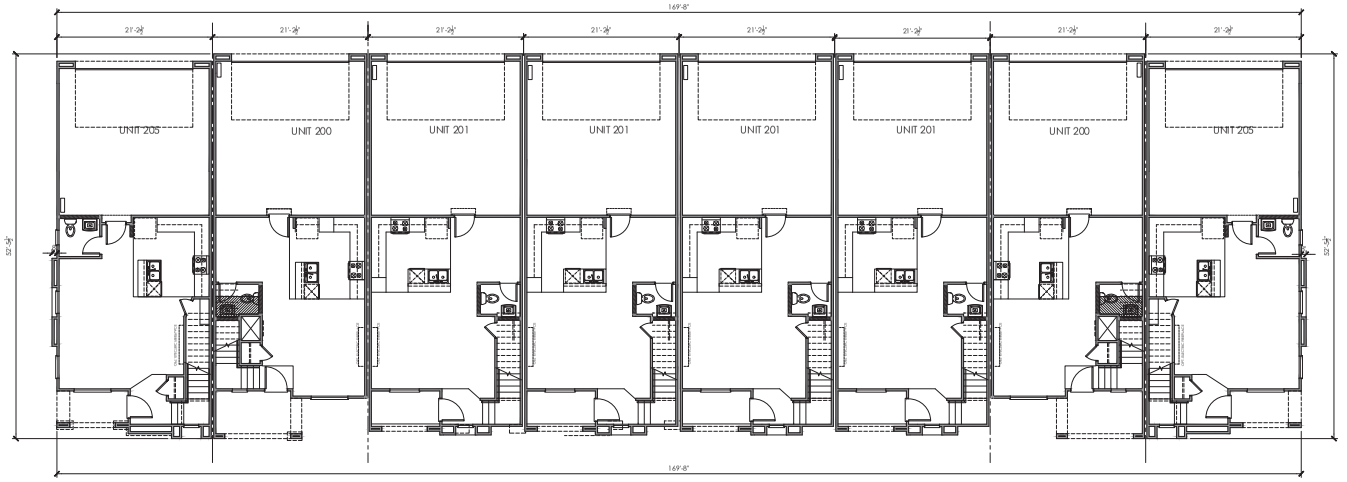
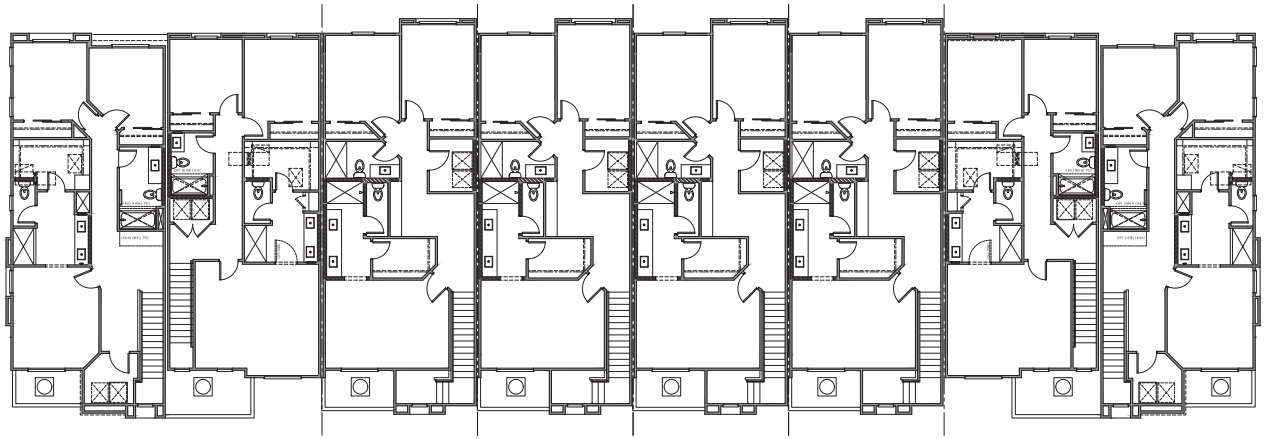
7 UNIT BUILDING 'A' ELEVATIONS

HARMONY HOMES

PROJECT NO: 22020
DATE: 10.05.22
TITLE: ELEVATIONS
SCALE: 1/8" = 1'-0"



FIRST FLOOR



SECOND FLOOR

22-0391

ALPINE AND APPIAN MULTI-FAMILY

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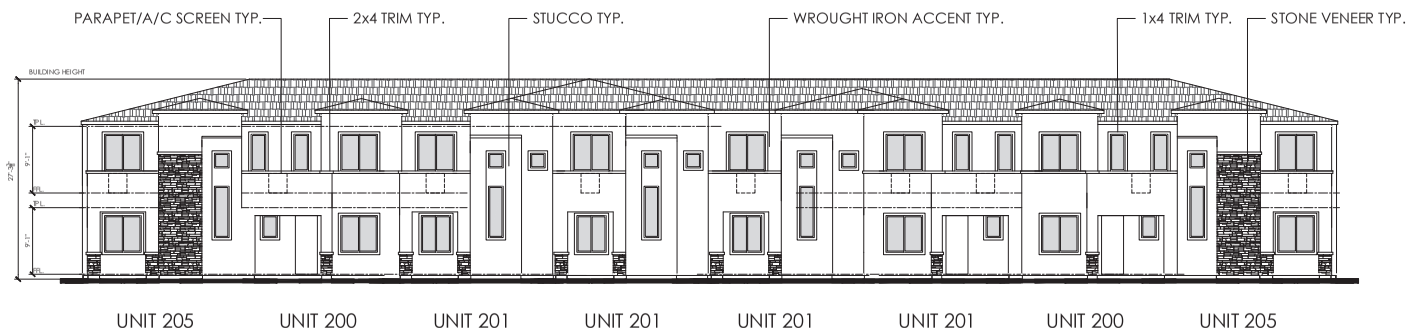
ARCHITECTURE IRVINE
PLANNING CALIFORNIA
LANDSCAPE 92618
GRAPHICS T949.461.0605
RFTDESIGN.COM F949.833.9603

8 UNIT BUILDING
FLOOR PLANS

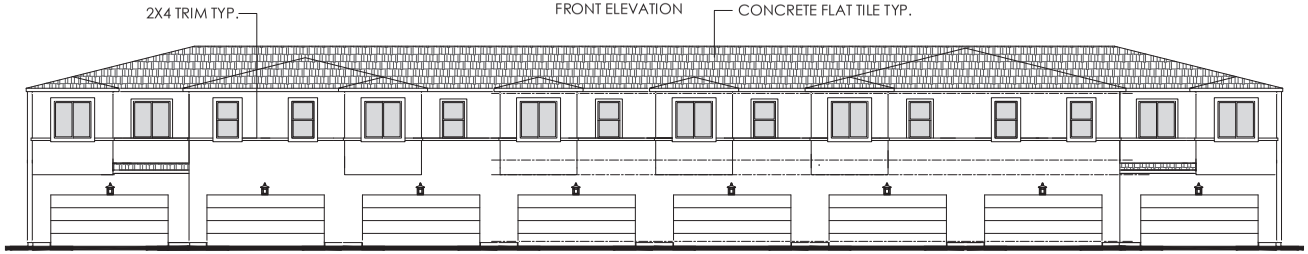
HARMONY HOMES

PROJECT NO: 22020 TITLE: **FLOOR PLANS**

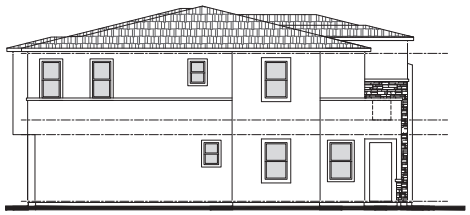
DATE: 10.05.22 SCALE: **1/8" = 1'-0"**



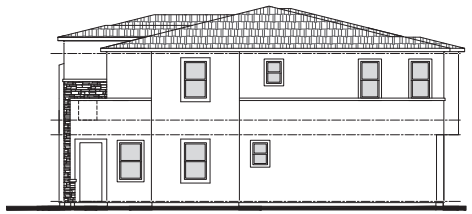
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

22-0391

ALPINE AND APPIAN MULTI-FAMILY

RFT DESIGN 13700 ALTON PKWY
ARCHITECTURE IRVINE
PLANNING CALIFORNIA
LANDSCAPE 92618
GRAPHICS T949.461.0605
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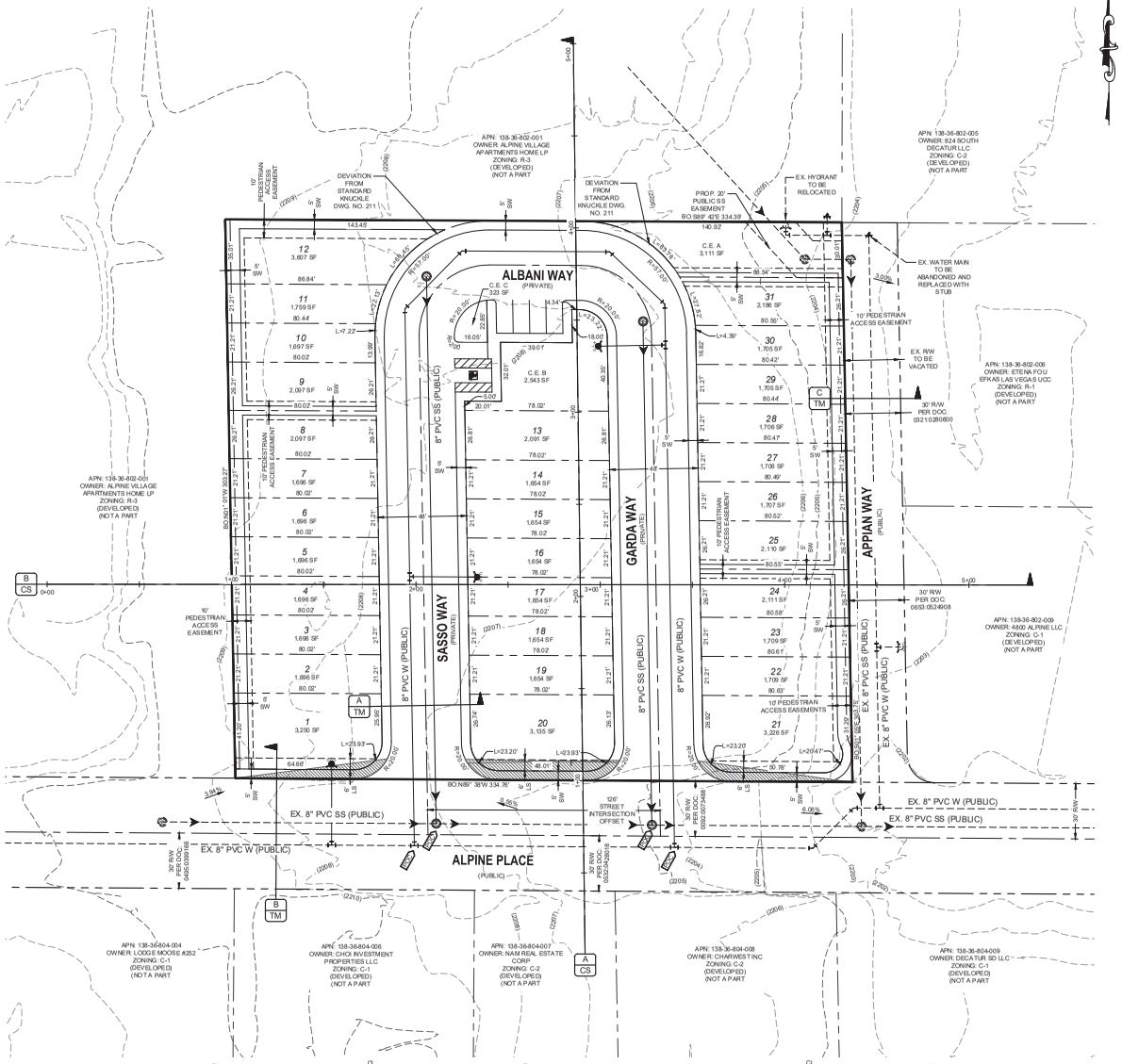
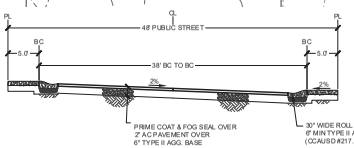
8 UNIT BUILDING 'B'
ELEVATIONS

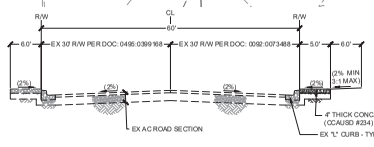
HARMONY HOMES

PROJECT NO: 22020
DATE: 10.05.22
TITLE: ELEVATIONS
SCALE: 1/8" = 1'-0"

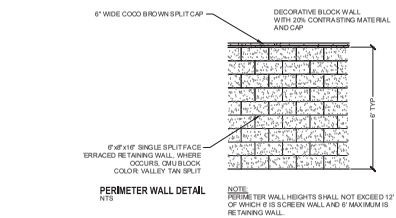




A *TYPICAL STREET*
48' PRIVATE RESIDENTIAL STREET W/ ATTACHED SIDEWALK
NTS

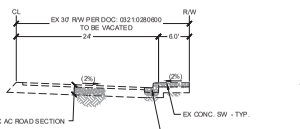


B *ALPINE PLACE*
60' PUBLIC RIGHT OF WAY W/ ATTACHED SIDEWALK
NTS



PERIMETER WALL DETAIL
NTS

NOTE:
PERIMETER WALL HEIGHTS SHALL NOT EXCEED 12' OF WHICH 6' IS SCREEN WALL AND 6' MAXIMUM IS RETAINING WALL.



C *APPIAN WAY*
HALF STREET
NTS

SCALE: 1" = 30'
30' 15' 0' 30' 60' 90'

UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

CONNECTIVITY

3 LINKS
2 NODES
RATIO: 3/2=1.5

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	10 FT	10 FT
FRONT GARAGE:	10 FT	18 FT
INTERIOR SIDE:	0 FT	0 FT
CORNER SIDE:	10 FT	10 FT
REAR:	5 FT	10 FT

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES PLANTED EVERY 30 FT. ON ALPINE PLACE. LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGATATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT PUBLIC RIGHT-OF-WAY'S AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

WASTEWATER CALCULATIONS

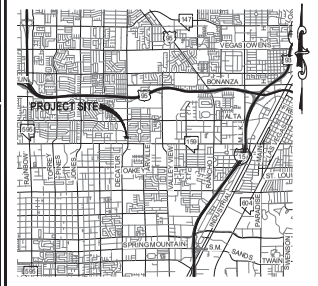
FACILITY TYPE: SINGLE-FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD: 31 HOUSES

AVERAGE FLOW = 0.0076 MGD (31 ERUS)
PEAK FLOW = 0.0266 MGD (109 ERUS)
PEAK + WET WEATHER =0.0333 MGD (137 ERUS)

CALCULATIONS:
AVG FLOW = 31 X 90.000 GAL X 1 MG = 0.0076 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0076 X 3.5 = 0.0266 MGD
PEAK + WET WEATHER FLOW = 0.0266 MGD X 1.25 = 0.0333 MGD

VICINITY MAP

NOT TO SCALE

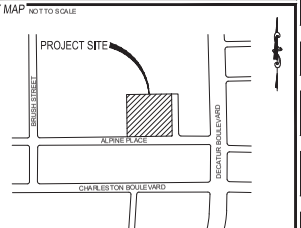


PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-36-811-000
PROPOSED USE OF PROPERTY:	SINGLE-FAMILY ATTACHED
EXISTING ZONING:	C-1
PROPOSED ZONING:	R-TH
TOTAL PROPOSED LOTS:	31 LOTS / 3 LOTS (COMMON LOTS)
GROSS ACREAGE:	13.87 ACRES
NET ACREAGE:	13.87 ACRES
DENSITY (BASED ON GROSS ACREAGE):	2.24 LOTS/ACRE
SMALLEST LOT SIZE:	1,654 SF
LARGEST LOT SIZE:	3,607 SF
AVERAGE LOT SIZE:	1,981 SF
MINIMUM LOT SIZE ALLOWED:	1,600 SF
MAXIMUM HEIGHT ALLOWED:	45 FT
OPEN SPACE REQUIRED:	N/A
OPEN SPACE PROVIDED:	5,654 SF
PARKING REQUIRED:	68 SPACES
PARKING PROVIDED:	68 SPACES (2 UNIMPEDED SPACES PER LOT AND 6 GUEST PARKING SPACES)

KEY MAP

NOT TO SCALE



OWNER

AMBLESIDE PROPERTIES
4471 DEAN MARTIN DR. #806
LAS VEGAS, NV 89103
(604) 869-9051

DEVELOPER

AMBLESIDE PROPERTIES
4471 DEAN MARTIN DR. #806
LAS VEGAS, NV 89103
(604) 869-9051

BASIS OF BEARING

N89° 33' 00" W BEING THE CENTERLINE OF CHARLESTON BOULEVARD AS SHOWN ON RECORD OF SURVEY MAP FILE 13 PAGE 80 CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

BENCHMARK

MONUMENT ID: TLV013139WS
RIVET & PLATE IN TOP OF CURB AT NE CORNER OF DECATUR & CHARLESTON
ELEVATION (METERS): 670.37
ELEVATION (FEET): 2,199.37

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION, TOWNSHIP 20 SOUTH, RANGE 60 E, M.D.B. & M. IN THE COUNTY OF CLARK, STATE OF NEVADA, AS SHOWN ON RECORD OF SURVEY MAP, FILE 13, PAGE , OF CLARK COUNTY, NEVADA RECORDS

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THE EXISTING LOCATIONS.

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
CNLV	CITY OF NORTH LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
COH	CITY OF HENDERSON	ROW	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

22-0391
10/11/2022

NO	DESCRIPTION	BY	APPR.	DATE
	REVISIONS		SHTS	

AMBLESIDE PROPERTIES

EST. 2000

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INFO@TANEYCORP.COM

ALPINE & APPIAN
SINGLE-FAMILY ATTACHED
TENTATIVE MAP

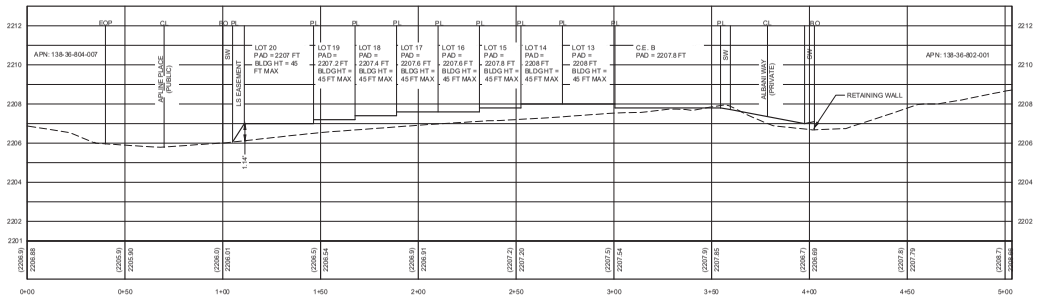
PROFESSIONAL ENGINEER
ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 15726
STATE OF NEVADA

DATE: 10/11/2022
SCALE: 1"=30'
JOB NO: SHN-21-003
DESIGNED BY: JJ CHECKED BY: RC
SHEET NAME: TM
SHEET NUMBER: 1 OF 1
CLV 0000000

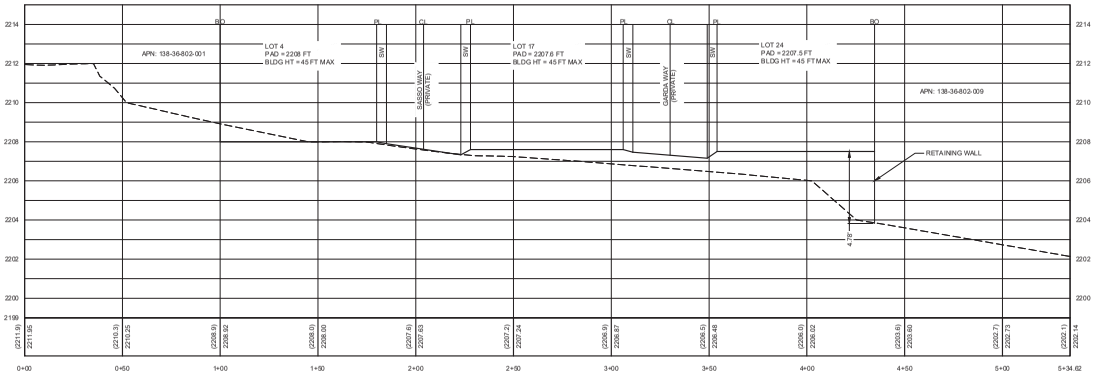
Call before you DIG
A vast cutting underground utility lines. It's costly.
CALL 811
OR 1-800-227-2600

City Council - Page 506

LAST PLOT: Jeremiah Johnson
FILE NAME: S:\ACTIVE\SHAHAN PROPERTIES LLC\SHN-21-003 - ALPINE & APPIAN\ENG\1 ENTITLEMENTS\DWG\SHN003_TM.DWG



SECTION A - PROFILE
STA: 0+00.00 TO 5+03.55
SCALE: 1" = 30' HORIZONTAL; 1" = 3' VERTICAL



SECTION B - PROFILE
STA: 0+00.00 TO 5+35.00
SCALE: 1" = 30' HORIZONTAL; 1" = 3' VERTICAL

22-0391
10/11/2022

NO	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

AMBLESIDE PROPERTIES

EST. 2000

TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

ALPINE & APPIAN
SINGLE-FAMILY ATTACHED
CROSS SECTIONS

ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 15726

DATE: 10/11/2022
SCALE: NTS
JOB NO: SHN-21-003
DESIGNED BY: JJ CHECKED BY: RC
SHEET NAME: CS
SHEET NUMBER: 1 OF 1
CLV 0000000

LAST PLOT: Jeremiah Johnson
FILE NAME: S:\ACTIVE\SHR\AN PROPERTIES LLC\SHN-21-003 - ALPINE & APPIAN\ENG\1 ENTITLEMENTS\DWG\SHN003_TM.DWG



22-0391-ZON1, 22-0391-VAR1, 22-0391-VAC1 AND 22-0391-TMP1 - APPLICANT/OWNER: AMBLESIDE PROPERTIES, LLLP
250 FEET WEST OF DECATUR BOULEVARD

08/09/22

TANEY ENGINEERING
6030 S. JONES BLVD. LAS VEGAS, NV 89118
PHONE: (702) 362-8844 | FAX: (702) 362-5233
TANEYCORP.COM

June 21, 2022

City of Las Vegas
Department of Planning
495 S. Main Street
Las Vegas, NV 89101

Re: Justification Letter
Alpine & Appian
APN: 138-36-811-000

To Whom it May Concern:

Taney Engineering, on behalf of our client, Sharan Properties, is respectfully submitting justification for a Tentative Map and Vacation in support of the project described below.

Project Description

The subject site is located north of Alpine Place and west of Appian Way within the City of Las Vegas jurisdiction. The site is 13.87 gross acres and is currently zoned R-3 (Medium Density Residential). We are requesting a zone change to R-TH (Single-Family Attached) for a proposed single-family residential subdivision with 32 lots and a density of 2.31 lots per acre.

The lots range in size from 1,600 sq. ft. to 3,277 sq. ft. with an additional 7,820 sq. ft. dedicated for open space. Access to the proposed site will be from Alpine Place via two public streets, 37 ft. in width from back-of-curb to back-of-curb, with 5 ft. sidewalks on either side. We are proposing to utilize cross fall streets with a 2% minimum slope.

The subdivision will provide a 6 ft. landscape easement along Alpine Place, adjacent to the existing 6 ft. sidewalk, with 24" box trees planted every 30 ft.

Tentative Map

A Tentative Map is requested to allow for the development of a 32 lot single-family attached residential subdivision with an average lot size of 1,875 sq. ft.

Vacation

We are requesting to vacate Appian Way, a public right-of-way, dedicated per documents 0321:0280600 and 0653:0524908.

Justification: Only the eastern half of Appian Way is currently dedicated for public use. The western portion appears to have historically been used as parking for the office complex that has since been demolished, as well as for the adjacent properties to the east. As the roadway terminates approximately 300 ft. from the intersection of Alpine Place and seems to function more as an alley with a loading zone and overflow parking, we do not believe it is necessary to maintain this as public right-of-way any longer.

22-0391
07/22/2022

TANEY ENGINEERING
6030 S. JONES BLVD. LAS VEGAS, NV 89118
PHONE: (702) 362-8844 | FAX: (702) 362-5233
TANEYCORP.COM

We are hopeful that this letter clearly describes the project and the intent of the proposed development. If you have any questions or require any additional information, please call (702) 362-8844.

Sincerely,



Jeremiah Johnson
Land Planner

22-0391
07/22/2022

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 08/08/2022 **Application Number** 22-0391-TMP1 **Entity** LV

Company Name Taney Engineering

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 362-8844 **Mobile** **Fax** **Email**

Project Name Alpine & Appian

Project Description 32 Single-Family Lots (Attached)

APN's 138-36-811-000 and 138-36-811-001 thru 034

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	32	x 0.166=	5	x 0.093 =	3	x 0.131 =	4
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			5		3		4

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
Red Rock ES	408 Upland Blvd	K-5	564	689	5/3/2022
Garside JHS	300 S. Torrey Pines Dr	6-8	1279	1133	5/3/2022
Western HS	4601 W. Bonanza Rd	9-12	2414	2682	5/3/2022

*** CCSD Comments** Red Rock ES and Western HS were over capacity for the 2021-2022 school year. Red Rock ES was at 122.16% and Western HS was at 111.10% of program capacity.

☐ Approved ☐ Disapproved

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
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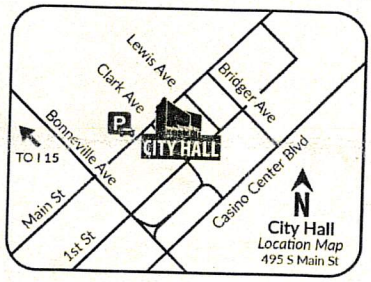

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAR1 and 22-0391-VAC1 and 22-0391-TMP1

City Council Meeting of **11/16/2022**

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2022 NOV -9 A 11:55

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22-0391
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4518 LORNA PL
LAS VEGAS NV 89107-4107

Submitted after final agenda
Items 47a - 47d

97 HRDFNP1 89107

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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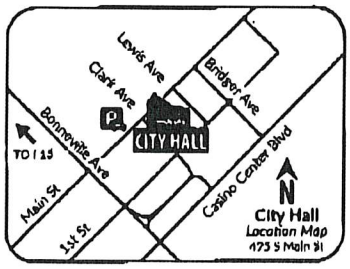

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAR1 and 22-0391-VAC1 and 22-0391-TMP1

City Council Meeting of **11/16/2022**

22-0391
13931410007
MUNN KRISTOPHER & KENNETH
PLASTER BRIAN ROBERT
801 S RANCHO STE E-4
LAS VEGAS NV 89106

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CITY CLERK
2022 NOV -9 A 10:35

Submitted after final agenda
Items 47a - 47d

11/9/2022 03:19 PM TO:17023824803 FROM:7252668314 Page: 1
NOV 09 22, 10:10p p.1

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2022 NOV -9 P 4:58

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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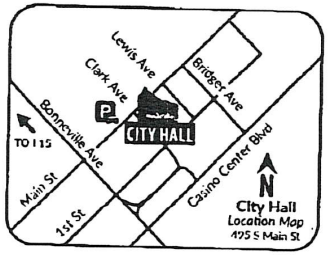

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAR1 and 22-0391-VAC1 and 22-0391-TMP1

City Council Meeting of **11/16/2022**

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5112 W CHARLESTON BLVD # C
LAS VEGAS NV 89146-1447

97 HRDFNP1 89146

TANEY ENGINEERING
6030 S. JONES BLVD. LAS VEGAS, NV 89118
PHONE: (702) 362-8844 | FAX: (702) 362-5233
TANEYCORP.COM

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2022 DEC -6 P 4:41

December 6, 2022

Ian Rynex
City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, NV 89101

Re: Alpine & Appian (22-0391)
Abeyance Request

Mr. Rynex:

Taney Engineering, on behalf of Ambleside Properties, LLLP, is requesting that the following applications be held in abeyance from the December 7, 2022, City Council meeting to the December 21, 2022, City Council meeting so that we may work with the adjacent property owners to address their concerns with the current site plan:

- 22-0391-ZON1 – REZONING
- 22-0391-TMP1 – TENTATIVE MAP
- 22-0391-VAC1 – VACATION
- 22-0391-VAR1 – VARIENCE

Thank you for your attention to this request. If you have any questions or require additional information, please contact us at (702) 362-8844.

Sincerely,

Jeremiah Johnson
Land Planner

Submitted after final agenda
33 a-d

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

City of Las Vegas, Department of Community Development
495 South Main Street
Las Vegas, Nevada 89101

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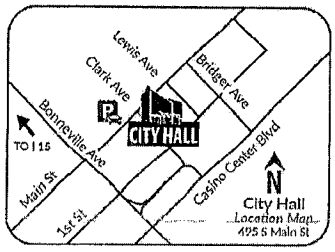
Department of Planning



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAC1 and 22-0391-TMP1

Planning Commission Meeting of **09/13/2022**

BY PROPERTY OWNER

22-0391
16301512008
HOLLY HELEN A & JOHN
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

Application Information

22-0391 - PUBLIC HEARING - APPLICANT/OWNER: AMBLESIDE PROPERTIES, LLLP - For possible action on the following Land Use Entitlement project requests on 13.87 acres located on the north side of Alpine Place approximately 250 feet west of Decatur Boulevard (APN 138-36-811-000), Ward 1 (Knudsen).

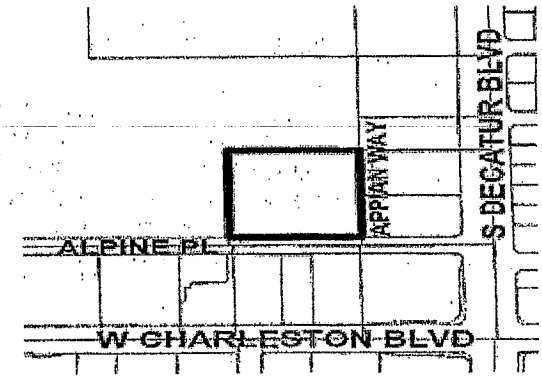
22-0391-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO R-TH (SINGLE-FAMILY ATTACHED)

22-0391-VAC1 - VACATION - PETITION TO VACATE 30 FEET OF PUBLIC RIGHT-OF-WAY KNOWN AS APPIAN WAY

22-0391-TMP1 - TENTATIVE MAP - ALPINE & APPIAN SINGLE-FAMILY RESIDENTIAL - FOR A 32 LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

creates too much traffic

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*09/13/2022*
Time:	6:00 PM
Location:	Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Community Development, 495 South Main Street, 3rd Floor, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For more information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to www.lasvegasnevada.gov/meetings.

Submitted after final agenda 33a-CP

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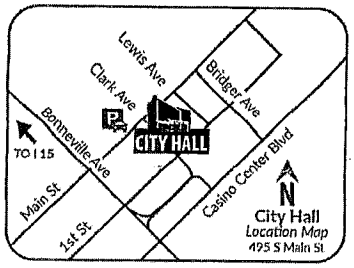

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAC1 and 22-0391-TMP1

Planning Commission Meeting of **09/13/2022**

ST MRDPNP1 8910?

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SEP 12 2022

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Department of Planning

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LAS VEGAS NV 89107-4107

33a-cP

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10/3/2022 02:31 PM TO:17024647499 FROM:7252668314 Page: 1

City of Las Vegas, Department of Community Development
495 South Main Street
Las Vegas, Nevada 89101

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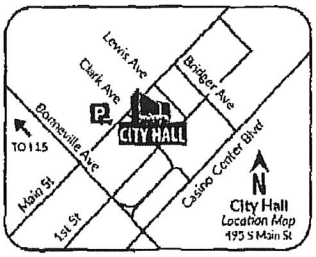

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAR1 and 22-0391-VAC1 and 22-0391-TMP1

Planning Commission Meeting of **10/11/2022**

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OCT - 4 2022

City of Las Vegas
Department of Planning

22-0391
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5112 W CHARLESTON BLVD # C
LAS VEGAS NV 89146-1447

89146

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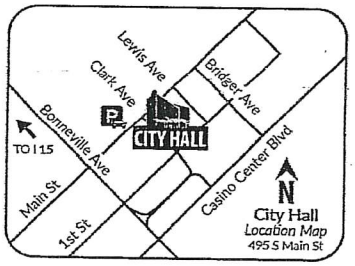
Permit No. 1630

Official Notice of Public Hearing



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OCT - 6 2022
City of Las Vegas
Department of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0391 and 22-0391-ZON1 and 22-0391-VAR1 and 22-0391-VAC1 and 22-0391-TMP1

Planning Commission Meeting of **10/11/2022**

22-0391
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4518 LORNA PL
LAS VEGAS NV 89107-4107

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29a-d P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 7, 2022

Agenda Item No.:
33a

DEPARTMENT: Community Development **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0391-ZON1 - ABEYANCE ITEM - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO R-TH (SINGLE-FAMILY ATTACHED)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend 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: December 7, 2022

Agenda Item No.:
33b

DEPARTMENT: Community Development **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0391-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW A PRIVATE STREET WITHOUT A GATE THAT DOES NOT MEET COMPLETE STREET STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

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: December 7, 2022

Agenda Item No.:
33c

DEPARTMENT: Community Development **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0391-VAC1 - ABEYANCE ITEM - VACATION - PETITION TO VACATE 30 FEET OF PUBLIC RIGHT-OF-WAY KNOWN AS APPIAN WAY

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
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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: December 7, 2022

Agenda Item No.:
33d

DEPARTMENT: Community Development **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0391-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - ALPINE & APPIAN SINGLE-FAMILY RESIDENTIAL - FOR A 32 LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

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AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
34

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Jorge Cervantes, City Manager, and Dina Babsky, Strategic Initiatives Manager, regarding an update on the Citywide Strategic Plan and the online Performance Dashboard - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City presented its 2020 Citywide Strategic Plan to the City Council, outlining its priorities, initiatives and goals through 2025. Over the last two years, city departments have focused on programs highlighting the three main priorities adopted by the City Council: Public Safety, Healthcare and Diversify Economy. This report serves as the city's annual update in fulfilling the strategies and goals under these priorities during Fiscal Year 2022. In addition, the online dashboard was created to share Strategic Plan Performance data with city residents and other stakeholders on a quarterly basis.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation by Staff

2020 Citywide Strategic Plan
FY2022 Progress Report



December 7, 2022

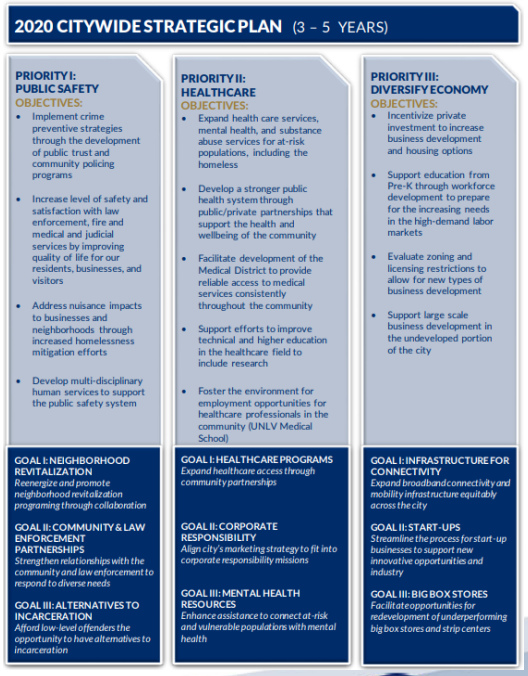
Submitted at Meeting
Date: 12/7/22 Item: 34
By Staff

Background and Summary

- **February 2020**: City Council meeting to determine city's priorities:
  1. Public Safety
  2. Healthcare
  3. Economic Diversification

- 2020 Citywide Strategic Plan: three goals under each priority area and 35 KPIs through 2025

- Fiscal Year 2022 Progress Report: first update of city efforts to fulfill strategies and goals



Priority I: Public Safety

GOAL I: NEIGHBORHOOD REVITALIZATION

Strategic Initiative 1: Community outreach programs

Strategic Initiative 2: Increase mixed income housing

Strategic Initiative 3: Improve environmental quality of parks

Strategic Initiative 4: Enhance citywide mural program

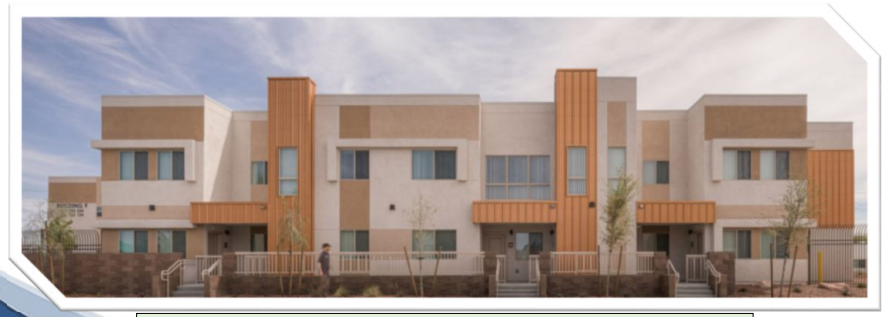
Strategic Initiative 5: Leverage Mayor's Fund for Las Vegas LIFE to maximize partnerships

Priority I: Public Safety

Goal 1: Neighborhood Revitalization

Strategic Initiative 2: Increase mixed-income housing

In FY22, Neighborhood Services added/preserved 182 units:



Wardelle Street Townhouses (57 units)



Archie Grant Park Apartments (125 units)

Priority I: Public Safety

Goal 1: Neighborhood Revitalization

Strategic Initiative 4: Enhance citywide mural program

In FY22, Parks, Recreation and Cultural Affairs developed 256 community murals, for a total of 324 since project inception



Priority I: Public Safety

GOAL II: COMMUNITY AND LAW ENFORCEMENT PARTNERSHIPS

Strategic Initiative 1: Increase Awareness of Public Safety Services

Strategic Initiative 2: Establish and expand community youth mentor programming

Priority I: Public Safety

Goal 2: COMMUNITY AND LAW ENFORCEMENT PARTNERSHIPS

Strategic Initiative 1: Increase Awareness of Public Safety Services

- Council offices, Neighborhood Services, Fire and Rescue, Department of Public Safety, Emergency Management and Municipal Court hosted events to promote public safety services
- **344 community-oriented engagement events** held in FY22









Priority I: Public Safety

GOAL 3: ALTERNATIVES TO MISDEMEANOR INCARCERATION

Strategic Initiative 1: Enhance diversion programs to connect vulnerable populations with mental health resources

Strategic Initiative 2: Explore and expand alternatives to incarceration

Priority I: Public Safety

Goal 3: Alternatives to Misdemeanor Incarceration

Strategic Initiative 1: Enhance diversion programs to connect vulnerable populations with resources to reduce incarceration

- In FY22:
- 3,993 participants in Municipal Court Educational and Specialty Court Programs
- 94% of participants completing requirements did not re-offend within three years
- 45% of pretrial offenders were released instead of incarceration

Priority II: Healthcare

GOAL I: HEALTHCARE PROGRAMS

Strategic Initiative 1: Establish Health and Wellness centers in underserved communities

Strategic Initiative 2: Leverage the Medical District to expand health services academic programs and research facilities

Strategic Initiative 3: Pursue opportunities for a specialized children's hospital

Priority II: Healthcare

Goal 1: Healthcare Programs

Strategic Initiative 1: Establish Heath and Wellness centers developed in medically underserved areas

- FY2021: Recuperative Care Center (RCC)
- FY2022: construction on Main Street and Foremaster Lane center
- ARPA funding for RCC expansion
- FY23: Two centers:
  - Historic Westside
  - East Las Vegas



Priority II: Healthcare

GOAL 2: CORPORATE SOCIAL RESPONSIBILITY OUTREACH

Strategic Initiative 1: Leverage Mayor's Fund for Las Vegas LIFE to maximize partnership opportunities

Strategic Initiative 2: Leverage partnerships with local professional sports teams to enhance youth sports programs and facilities

Priority II: Healthcare

Goal 2: Corporate Social Responsibility Outreach

Strategic Initiative 1: Leverage partnerships with local professional sports teams to enhance youth sports programs and facilities







Priority II: Healthcare

GOAL 3: MENTAL HEALTH RESOURCES

Strategic Initiative 1: Increase access to mental health resources for at-risk and vulnerable populations

Strategic Initiative 2: Promote community wellness through parks and recreation programs

Priority II: Healthcare

Goal 3: Mental Health Resources

Strategic Initiative 1: Increase access to mental health resources for at-risk and vulnerable populations

In FY22 - $16,280,204 in CLV funding on mental health assistance and programming for at-risk and vulnerable populations.



Priority III: Diversify Economy

GOAL 1: INFRASTRUCTURE FOR CONNECTIVITY

Strategic Initiative 1: Pursue opportunities for innovative transit

Strategic Initiative 2: Equitable high speed broadband services

Strategic Initiative 3: Increase cybersecurity education and outreach

Priority III: Diversify Economy

Goal 1: Infrastructure for Connectivity

Strategic Initiative 2: Equitable high speed broadband services

- $2.2 million to implement community wireless network
  - Provide connectivity for students in Historic Westside and East Las Vegas
  - Timeline:
    - January 2023: Hardware installation
    - June 2023: Project installation and testing
    - July 2023: Network operational

Priority III: Diversify Economy

GOAL 2: START-UPS

Strategic Initiative 1: Establish new Smart City campus in DTLV

Strategic Initiative 2: Co-working spaces to attract remote workers

Strategic Initiative 3: Streamline city entitlement, permitting and licensing

Priority III: Diversify Economy

Goal 2: Start-ups

Strategic Initiative 1: Establish a new Smart City campus in DTLV

- 8 new technology partners in FY22



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Priority III: Diversify Economy

GOAL 3: BIG-BOX STORES

Strategic Initiative 1: Repurpose underperforming and vacant big-box stores and commercial strip sites

- In FY21, 83% of big-box stores/strip centers occupied
- In FY22, 84% occupation
- ARPA: $1.5 million to Mario's Westside Market moves market to former big-box store

See the city's Performance Dashboard:

https://www.lasvegasnevada.gov/

Performance Dashboard

1. Public Safety



Neighborhood Revitalization

Reenergize and promote neighborhood revitalization program through collaboration.

Learn More



Community and Law Enforcement...

Strengthen relationships between the community and law enforcement through community-led work to respon...

Learn More



Alternatives to Misdemeanor...

Afford low-level offenders the opportunity to have alternatives to incarceration.

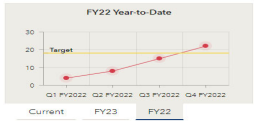
Learn More

Park Clean-up Events

Number of city hosted major community park clean-up events

FY23 Target: 18 park clean-up events

Explore Performance Measure

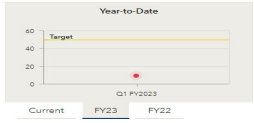


Community Murals

Number of city painted outdoor community murals

FY23 Target: 50 new outdoor murals

Explore Performance Measure



About

Strategic Initiative

Enhance citywide mural program to promote community pride and reduce crime.

Measure

This measure tracks the number of city painted outdoor community murals.



Baseline

At the start of FY22, there were 68 city painted outdoor community murals.

During FY22, the city painted 256 murals, for a total of 324. The Amp Utility Cabinet Painting Project in Wards 2, 3, 5 and 6 had a major impact on the overall increase of community murals during the fourth quarter of FY22.

FY23 Target

50 outdoor community murals, for a total of 374 by June 30, 2023.

Why This Measure Matters

The Department of Parks, Recreation and Cultural Affairs is launching a mural program in the Historic Westside that emulates Mural Arts Philadelphia, a program that focuses on uniting artists and communities through a collaborative process to create arts that transforms public spaces and individual lives. Public art has the power to convene a community to create, reflect and take action. In addition to neighborhood revitalization, research suggests that the presence of murals discourages graffiti, especially when the community is involved in the design and location of murals.

Performance Dashboard

2. Healthcare



Healthcare Programs

Expand healthcare access through community partnerships.

Learn More



Corporate Responsibility and...

Align city's marketing strategy to fit into corporate responsibility missions.

Learn More



Mental Health Resources

Enhance assistance to connect at-risk and vulnerable populations with mental health services.

Learn More

Professional Sporting Events

Number of professional and local sports team sponsorship events

FY23 Target: ~~10 events annually~~

Explore Performance Measure

Total Events

2

Year-to-Date
Reporting Period: Q1 FY2023

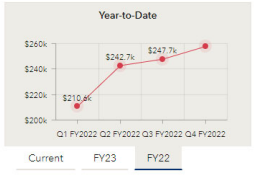
Current FY23 FY22

Donations for Youth Sports

Amount of sponsorship donations for youth sports through the Mayor's Fund for Las Vegas LIFE

FY23 Target: No set target

Explore Performance Measure



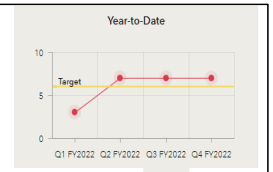
Current FY23 FY22

Strategic Initiative

Leverage partnerships with local professional sports teams to enhance youth sports programs and improve city facilities.

Measure

This measure aims to track the number of professional and local sports team sponsorship events.



Current FY23 FY22

Baseline

This measurement was first developed in FY22. During FY22, there were seven professional and local sports team sponsorship events held. These included football camps with Las Vegas Raiders players, summer basketball camps with NBA coaches and trainers, the Shaquille O'Neal court dedication and more.

FY23 Target

Ten (10) professional and local sports team sponsorship events annually.

Why This Measure Matters

Organized sports activity helps children develop and improve cognitive skills. Many athletes do better in school academically when participating in a sport. Sports also teach teamwork and problem-solving skills and boost self-esteem. The city has partnered with local sports teams to host events such as the Darren Waller Camp, USA Basketball, and the Shaq court dedication at Doolittle Community Center. The city has also partnered with the Las Vegas Raiders to host a Raiders football camp, a Westside Schools League, and invitations to inner city youth for an NFL game and Pac 10 game.

CITY OF LAS VEGAS NEVADA

Performance Dashboard

3. Diversify Economy



Infrastructure for Connectivity

Expand broadband connectivity and mobility infrastructure equitably across the city.

Learn More



Start-ups

Streamline the process for start-up businesses to support new innovative opportunities and industry.

Learn More



Big Box Stores

Facilitate opportunities for redevelopment of underperforming big-box stores and strip centers.

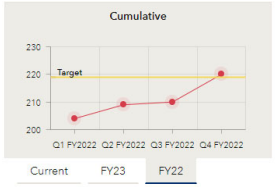
Learn More

Charging Stations

Number of charging stations

FY23 Target: 25 additional stations

Explore Performance Measure



Downtown Loop

Number of passenger counts for the Downtown Loop mobility service

FY23 Target: 7,207 passengers per quarter

Explore Performance Measure

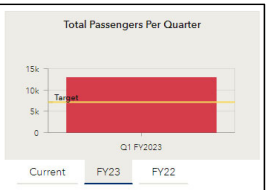


Strategic Initiative

Pursue opportunities for innovative transit (e.g., Unmanned Autonomous Vehicles and other mobility alternatives) and expand the electric charging stations network,.

Measure

This measure tracks the passenger counts for the Downtown Loop mobility service.



Baseline

FY19 there were 28,261 passengers on average ridership.

In FY22, there was a total of 42,350 passengers, or 10,838 per quarter on average.

FY23 Target

The city aims for a Downtown Loop mobility passenger count of 28,826, or 7,207 per quarter, by the end of fiscal year 2023.

Why This Measure Matters

The city of Las Vegas is measuring passenger counts for the Downtown Loop mobility service that the city provides throughout the downtown area. The Downtown Loop is a free shuttle servicing the exciting businesses and attractions in downtown Las Vegas. There is currently a project underway to provide new digital and connected signage at each of the stops for improved service and passenger information. The city is also continually making improvements to the user application.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 7, 2022

Agenda Item No.:
35

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: December 7, 2022

Agenda Item No.:
36

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 by Daniel Braisted



Submitted at City Council
Date 12/7/22 Item 36
By: Daniel Braisted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An AmericanJobCenter of Nevada
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AGENDA SUMMARY PAGE
City Council
Meeting of: December 7, 2022

Agenda Item No.:
37

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: December 7, 2022

Agenda Item No.:
38

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 Ward 2 Announcements, Breakfast Buzz and Ward 2 Biz Charlies Lakeside, Nevada SPCA Adoptions, Small Business Saturdays, Ward 2 Christmas Party, The Lakes Holiday Boat Parade, Office Contact Information, and Social Media Accounts by Councilwoman Seaman; Flyers for Ward 5 Announcements, Operation Warmth, Hundred Plan In Action, Toy Christmas Drive, MLK Holiday Decorations, Cool Yule Christmas Celebration, Ward 5 Newsletter, and Stay Connected by Councilman Crear; Flyers for National Cotton Candy Day, International Letter Writing Day, World Aviation Day, and Office Contact Information by Councilman Knudsen; and Flyers for Ward 3 Announcements, Welcome to Councilwoman Francis Allen-Palenske and Councilwoman Nancy Brune, Senior Thanksgiving Luncheon, Ward 3 Shredding Event, Latest Access City Council, Free Pet Vaccine and Microchip Clinic, Winter Wonderland, and Stay in Touch by Councilwoman Diaz



Submitted at Meeting
Date: 12/7/22 Item: 38
By Councilmembers

WARD 2

Breakfast Buzz
&
Ward 2 Biz

Dec. 3rd

Charlies's
Lakesisde



WARD 2

Nevada SPCA Adoptions



BEAU
Male Neutered
Age: 3 Years
Weight 90 Lbs

WARD 2

Nevada SPCA Adoptions



BENNY

Male Neutered
Age: 6 Years
Weight: 16 lbs

WARD 2

Nevada SPCA Adoptions

Contact the Nevada SPCA

Phone: (702) 873-7722

Email: info@nevadaspca.org

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
Ward 2
Christmas Party
Thursday, Dec. 8 | 5 p.m.
Join us for an evening to mingle and be merry
at a wonderful location in Ward 2.
Reservations are required. If you would like to attend,
R.S.V.P. at Ward2@LasVegasNevada.Gov.
Guest will receive a handmade Christmas ornament from
Councilwoman Victoria Seaman while supplies last.
cityoflasvegas
lasvegasnevada.gov
TTY
7-1-1
W2-6724 11/22

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to
THE LAKES
Holiday
Boat Parade
Saturday | Dec. 10
5:30 p.m.
Lake Sahara North Park
(2900 Lake East Dr)
cityo asvegas
lasvegasnevada.gov
TTY
7-1-1

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

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@VictoriaDSeaman

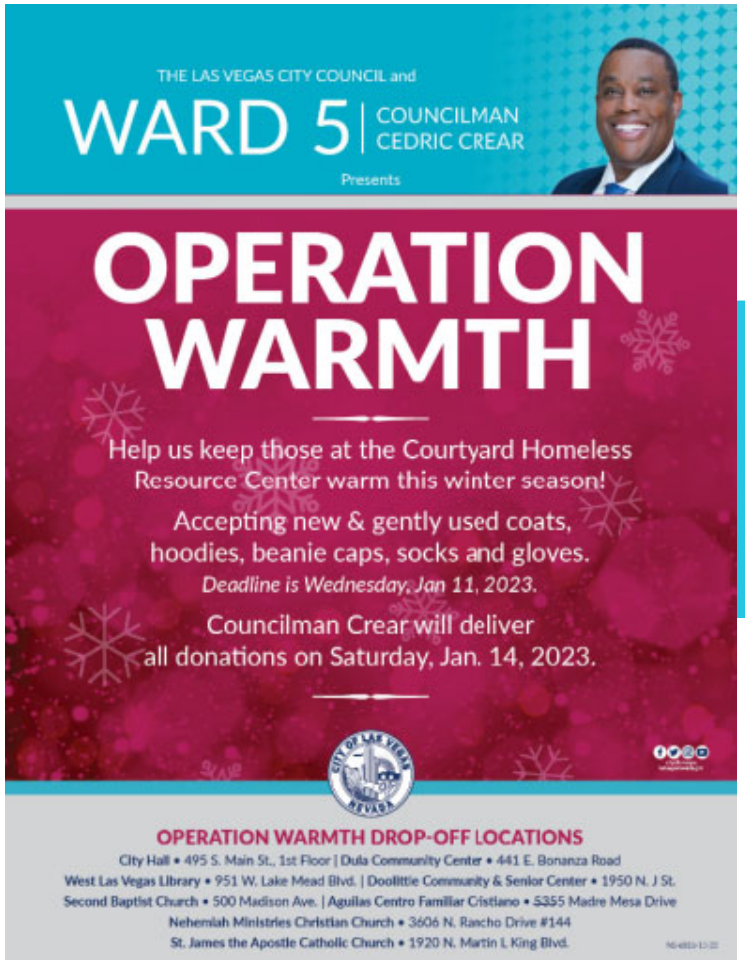


@VictoriaSeaman



COUNCILMAN CEDRIC CREAR Ward 5

Historic, Proud, Progressive



Operation Warmth

Sat. Jan. 15, 2023

HUNDRED PLAN IN ACTION!



Revitalized Jackson Avenue Construction is underway

Mario's Westside Market
Donate New Toys and Bikes
1425 W. Lake Mead Blvd.

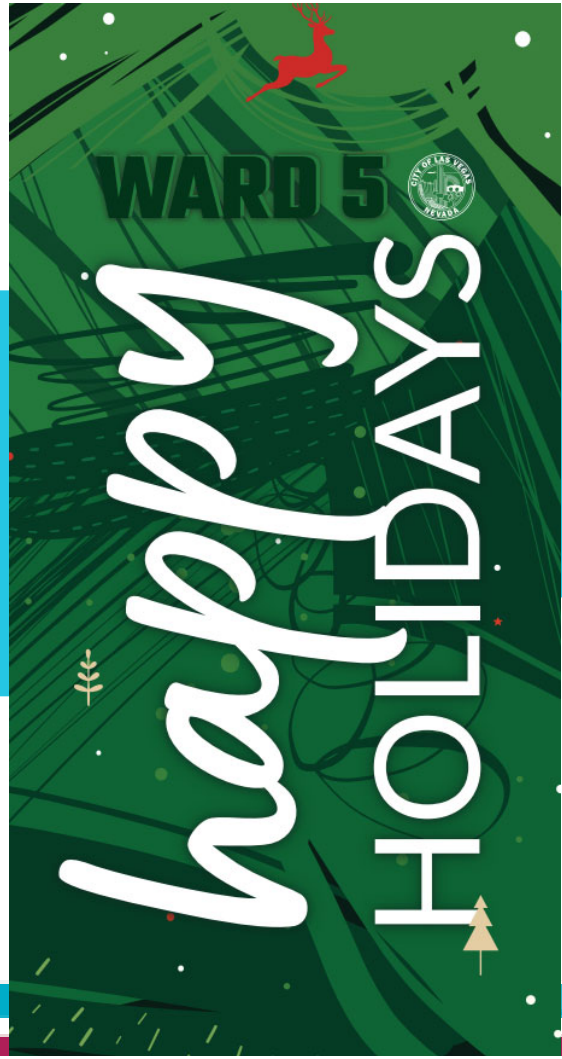
Questions? - 702-648-1482



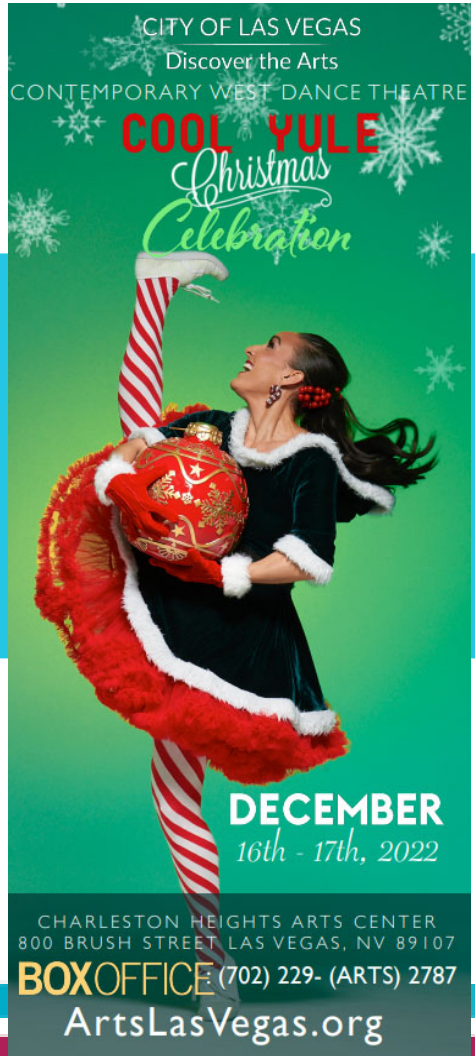


MLK Holiday Decorations!





Cool Yule Christmas Celebration
December | 16-17 | 7:30
Charleston Heights Arts Center
800 Brush Street



Questions? – 702-229-2787
ArtsLasVegas.org



Tanya Jackson Renter
tjackson@lasvegasnevada.gov

or call
Office: 702-229-5443



STAY CONNECTED

With Councilman Cedric Crear
On Social Media

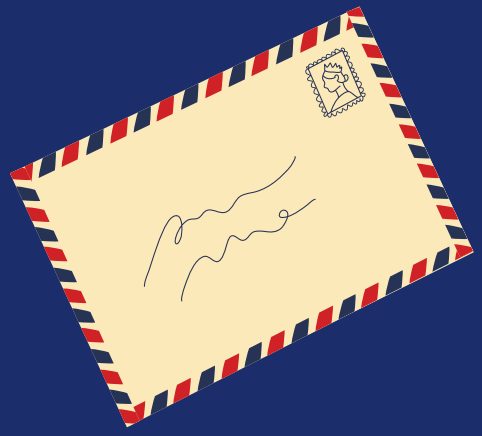
Twitter:	@cedriccrear
Instagram:	Councilman Crear
Facebook:	Councilman Cedric Crear

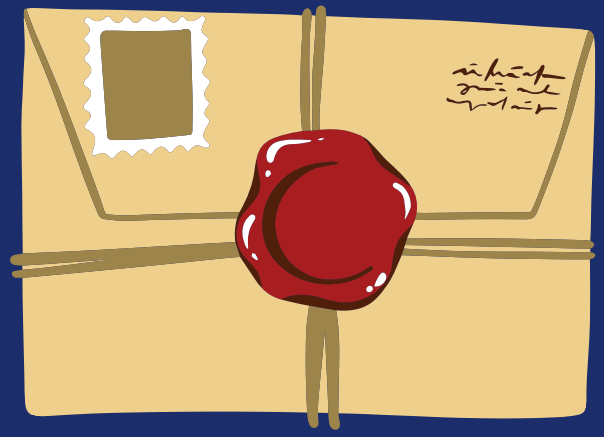

In honor of former Councilman &
Mayor Pro Tem Anthony...
Today is: National
Cotton Candy Day!

It's also...



International Letter Writing Day!

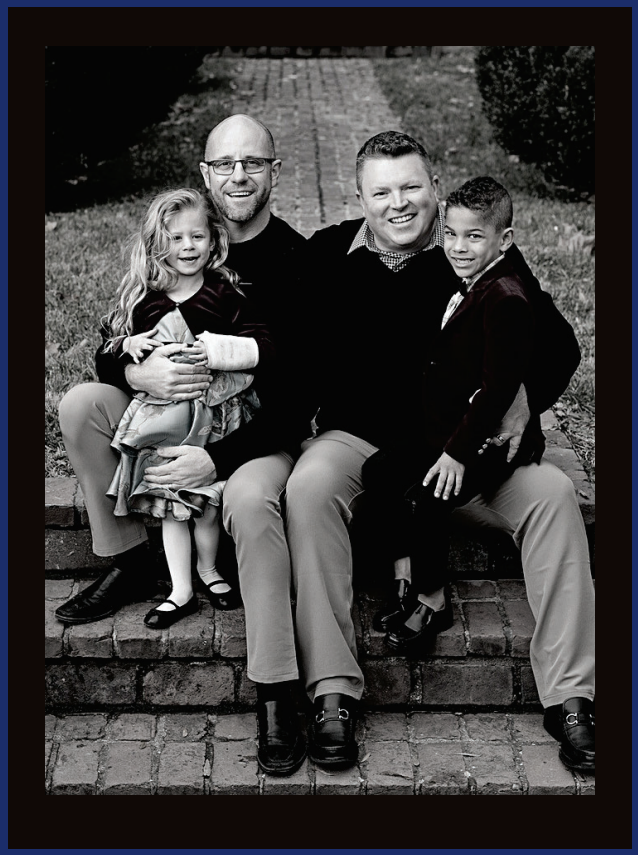




Brian Knudsen


And let's not forget:
World Civil Aviation Day!

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
Instagram: @CouncilmanBrianKnudsen

Brian Knudsen


CITY OF LAS VEGAS
NEVADA
STRAT
CITY OF
Las Vegas
Councilwoman Olivia Díaz
WARD 3

WARD 3

WELCOME
TO THE LAS VEGAS
CITY COUNCIL



Councilwoman Francis Allen-Palenske, Ward 4

WELCOME
TO THE LAS VEGAS
CITY COUNCIL



Councilwoman Nancy Brune, Ward 6

WARD 3

Senior Thanksgiving Luncheon, Nov. 18th

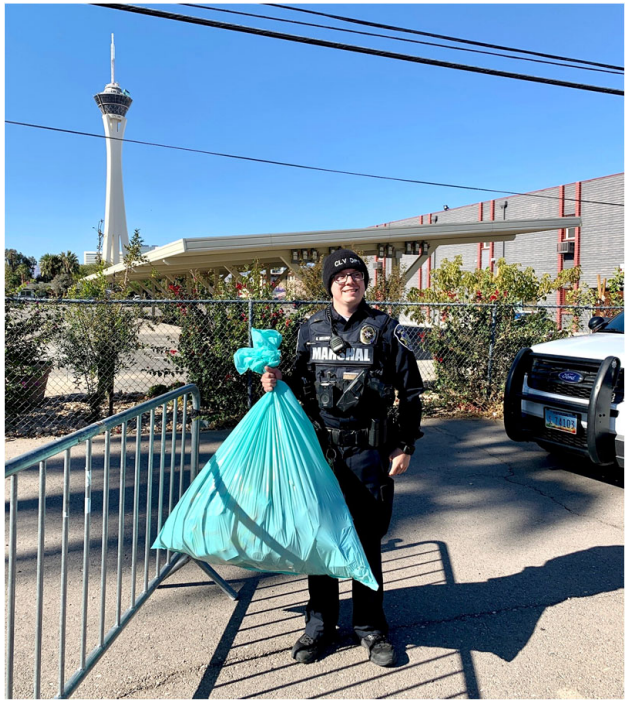




WARD 3

Ward 3 Shredding Event, Nov. 19th





WARD 3

Latest Access City Council, Nov. 28th



WARD 3

Save the Date!



WARD 3

Save the Date!



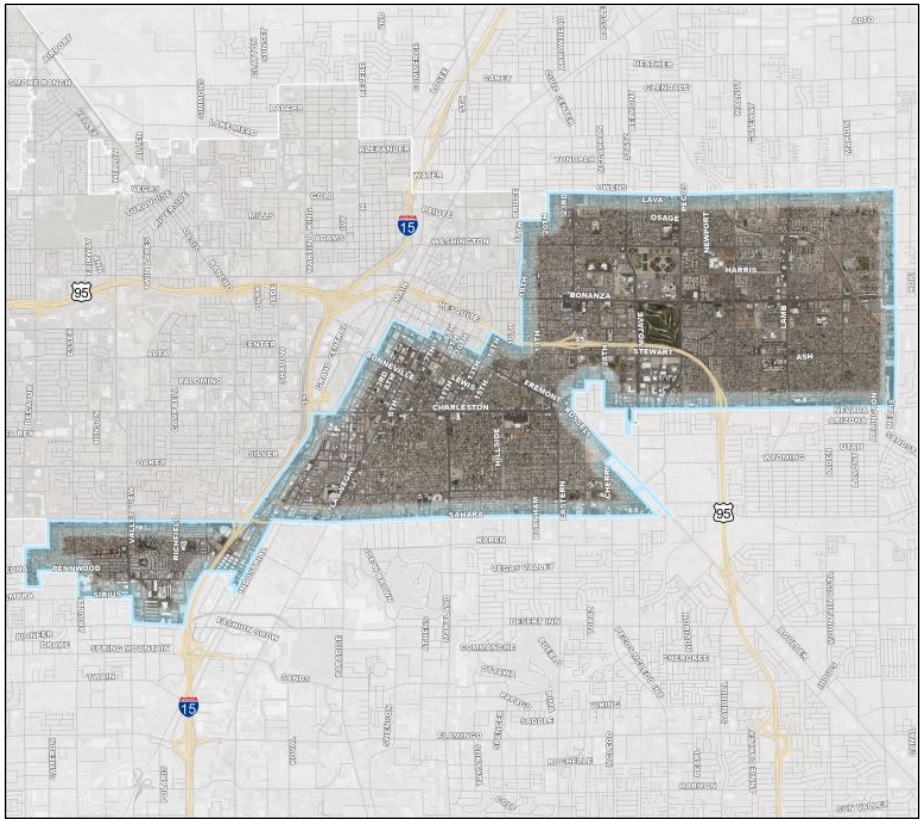
STAY IN TOUCH WITH ME

@OliviaDiazLV

@oliviadiazlv

@oliviadiazlv

Office: (702) 229-2359
Email: ward3@lasvegasnevada.gov





Councilwoman Olivia Díaz
WARD 3