

City of Las Vegas Redevelopment Agency  
Council Chambers • 400 Stewart Avenue  
Phone - 229-6011 [Voice] 386-9108 [TDD]

# MINUTES

Meeting of  
MAY 19, 2004  
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 11:26 A.M.  
Adjourned: 11:37 A.M.

## REDEVELOPMENT AGENCY

PRESENT ABSENT EXCUSED

CHAIRMAN OSCAR B. GOODMAN

☒ ☐ ☐

MEMBER GARY REESE - VICE-CHAIRMAN

☒ ☐ ☐

MEMBER LARRY BROWN

☒ ☐ ☐

MEMBER LAWRENCE WEEKLY

☒ ☐ ☐

MEMBER MICHAEL MACK

☒ ☐ ☐

MEMBER JANET MONCRIEF

☒ ☐ ☐

DOUG SELBY, EXECUTIVE DIRECTOR

☒ ☐ ☐

BRADFORD R. JERBIC, CITY ATTORNEY

☒ ☐ ☐

BARBARA JO RONEMUS, SECRETARY

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APPROVED BY REFERENCE: July 21, 2004

ATTEST:

SECRETARY

CHAIRMAN

# City of Las Vegas

REDEVELOPMENT AGENCY MEETING  
CITY HALL, 400 STEWART AVENUE  
COUNCIL CHAMBERS

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

WEDNESDAY, MAY 19, 2004

9:00 A.M.

(Following Morning Session of the City Council Meeting)

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT [www.kclv.tv](http://www.kclv.tv). THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 1. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF MARCH 17, 2004
- 2. DISCUSSION AND POSSIBLE ACTION TO REALLOCATE \$49,500 IN SPECIAL REVENUE FUNDS AND REGARDING THE PROFESSIONAL SERVICES CONTRACT WITH BENDER AND ASSOCIATES TO PERFORM A REVISED, EXPANDED AND RESTATED REDEVELOPMENT PLAN AND AUTHORIZE THE CHAIRMAN TO EXECUTE SAME ON BEHALF OF THE AGENCY - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

CITIZEN PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISION OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A REDEVELOPMENT AGENCY MATTER NOT LISTED ON THE AGENDA, PLEASE STEP UP TO THE PODIUM AND CLEARLY STATE YOUR NAME AND ADDRESS. PLEASE LIMIT YOUR REMARKS TO THOSE MATTERS UNDER THE EXPRESS JURISDICTION OF THE REDEVELOPMENT AGENCY. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES

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

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

City Hall Plaza, Special Outside Posting Bulletin Board  
Court Clerk's Office Bulletin Board, City Hall Plaza  
Las Vegas Library, 833 Las Vegas Boulevard North  
Clark County Government Center, 500 So. Grand Central Parkway  
Grant Sawyer Building, 555 E. Washington Avenue

**AFFIDAVIT OF MAILING**

**(Mailing required under the provisions of NRS Chapter 241)**

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

○ **Paula Clark**, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **13th** day of **May, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **19th day of May, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

**SIGNATURE**

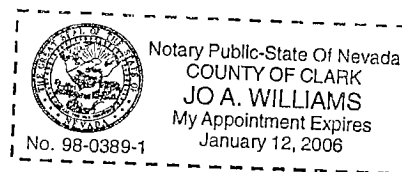
○ City Clerk

**DEPARTMENT**

Subscribed and sworn to before me this

13<sup>th</sup> day of MAY, 2004

[Signature]  
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK)

**Paula Clark**, an employees of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **13th** day of **May, 2004**, at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Redevelopment Agency Meeting** to be held on the **19th day of May, 2004** at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

Paula Clark

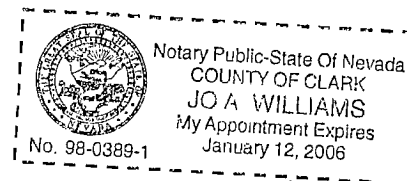
**SIGNATURE**

**City Clerk**  
**DEPARTMENT**

Subscribed and sworn to before me this

13<sup>th</sup> day of MAY, 2004

NOTARY PUBLIC in and for said County and State



**REDEVELOPMENT AGENCY AGENDA**  
**MEETING OF: MAY 19, 2004**

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT [www.kclv.tv](http://www.kclv.tv). THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

**MINUTES:**

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 11:26 A.M.

**PRESENT:** CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, WEEKLY, MACK, and MONCRIEF

**NOTE:** Ward 2 seat vacant

**ALSO PRESENT:** DOUG SELBY, Executive Director, BRADFORD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

**ANNOUNCEMENT MADE:** Posted as follows:  
City Hall Plaza, Posting Board  
Court Clerk's Bulletin Board, City Hall  
Las Vegas Library, 833 Las Vegas Boulevard North  
Clark County Government Center, 500 S. Grand Central Pkwy.  
Grant Sawyer Building, 555 E. Washington Avenue

(11:26)

**2-1821**

**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: MAY 19, 2004**

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**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: CHRIS KNIGHT, ACTING**

**SUBJECT:**

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF MARCH 17, 2004

**MOTION:**

REESE – APPROVED by reference – UNANIMOUS with Ward 2 seat vacant

**MINUTES:**

There was no discussion.

(11:26)

2-1829

**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: MAY 19, 2004**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: CHRIS KNIGHT (ACTING)**

**SUBJECT:**

DISCUSSION AND POSSIBLE ACTION TO REALLOCATE \$49,500 IN SPECIAL REVENUE FUNDS AND REGARDING THE PROFESSIONAL SERVICES CONTRACT WITH BENDER AND ASSOCIATES TO PERFORM A REVISED, EXPANDED AND RESTATED REDEVELOPMENT PLAN AND AUTHORIZE THE CHAIRMAN TO EXECUTE SAME ON BEHALF OF THE AGENCY - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

**Fiscal Impact**

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No Impact

**Amount:** \$49,500

☒

Budget Funds Available

**Dept./Division:** REDEVELOPMENT AGENCY

☐

Augmentation Required

**Funding Source:** RDA SPECIAL REVENUE FUND

**PURPOSE/BACKGROUND:**

Staff proposes to expand the redevelopment area to assist older industrial, commercial and residential areas determinable as blighted to transition to higher and better, more dense mixed land uses; to rewrite the plan documents in a user-friendly format to reflect current development trends, and; to restate the plan and related documents to ensure compliance with Nevada Revised Statutes.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

1. Professional Services Agreement with Bender and Associates
2. Disclosure of Principals

**MOTION:**

**REESE – APPROVED as recommended – UNANIMOUS with Ward 2 seat vacant**

**MINUTES:**

CHRIS KNIGHT, Acting Director, Office Business Development, indicated that staff proposes to enter into this contract to update the current Redevelopment Plan. Last year, in-house staff updated the Redevelopment Plan. Staff proposed some mixed uses, and it would now like to take it to the next level and take the plan where the average-day person can understand it. He suggested contracting with Bender and Associates, as MR. BENDER has the expertise to review the expansion of the plan. He requested authorization to move forward.

REDEVELOPMENT AGENCY MEETING OF MAY 19, 2004

Business Development

Item 2 – DISCUSSION AND POSSIBLE ACTION TO REALLOCATE \$49,500 IN SPECIAL REVENUE FUNDS AND REGARDING THE PROFESSIONAL SERVICES CONTRACT WITH BENDER AND ASSOCIATES TO PERFORM A REVISED, EXPANDED AND RESTATED REDEVELOPMENT PLAN AND AUTHORIZE THE CHAIRMAN TO EXECUTE SAME ON BEHALF OF THE AGENCY - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

**MINUTES – Continued:**

MEMBER REESE requested that he and MEMBERS WEEKLY and MONCRIEF be included in discussions affecting Wards 3, 5, and 1, respectively. MR. KNIGHT indicated that expansion of the plan would greatly involve all the Councilmembers affected. CHAIR GOODMAN also asked to be included.

(11:26 – 11:28)

**2-1839**



## **PROFESSIONAL SERVICES AGREEMENT FOR REDEVELOPMENT CONSULTING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 19 day of May, 2004, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, (hereinafter referred to as the "AGENCY") and Bender & Associates, a Nevada corporation, (hereinafter referred to as the "CONSULTANT").

### **RECITALS:**

1. The AGENCY intends to amend its existing Redevelopment Plan, by expanding its boundaries (hereinafter referred to as the "PROJECT"), which generally consists of meeting the legal requirements, surveying the existing conditions, determining the boundaries of the area, conducting a blight and an economic analysis, and determining the development potential of the PROJECT.
2. The AGENCY desires to obtain quality professional services of the CONSULTANT to perform the preparation of any and all applicable reports and documents as deemed necessary for the completion of the PROJECT; and
3. The CONSULTANT asserts that it is qualified and properly licensed in accordance with the Nevada Revised Statutes, (hereinafter referred to as the "NRS"), has the personnel and facilities to perform the work contemplated by this Agreement within the required time to perform such work, and is financially solvent and able to pay its debts as such debts mature; and
4. The CONSULTANT'S Scope of Work and compensation have been arrived at after meaningful negotiations between the AGENCY and the CONSULTANT.

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Sections I through XI hereof.

### **SECTION I – RESPONSIBILITY OF CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, by CONSULTANT'S subconsultants, and their principals, officers, employees and agents under this Agreement. The CONSULTANT shall be responsible for the performance of all of the CONSULTANT'S

obligations set forth in this Agreement. In performing these services, the CONSULTANT shall follow practices consistent with generally accepted professional standards. The CONSULTANT shall without additional compensation, correct and revise any error or deficiencies in his design, drawings, specifications, reports and other services. Approval by the AGENCY of any products or services furnished by the CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of his services.

- B. The CONSULTANT shall assign Larry Bender as the Principal-in-Charge and as the Project Manager. All of the services specified by this Agreement shall be performed by the Project Manager, or by the CONSULTANT'S associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Principal-in-Charge or the Project Manager be unable to complete his responsibility for any reason, the CONSULTANT shall notify the AGENCY in writing, and within seven (7) calendar days thereafter, nominate a replacement for the AGENCY'S approval, who has an equivalent level of experience performing the same type of services as required for the PROJECT. An approved replacement shall be assigned to the PROJECT within thirty (30) calendar days.
- C. The CONSULTANT shall furnish the AGENCY with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency at least seven (7) calendar days prior to mailing such correspondence for the AGENCY'S review and approval of such correspondence.
- D. The CONSULTANT'S services shall be performed in a manner, sequence and timing so that they will be coordinated with those of the City Council, Planning Commission and Redevelopment Agency Board Meetings.
- E. The CONSULTANT shall attend regular progress meetings scheduled by the AGENCY and provide progress reports of all necessary PROJECT information to the AGENCY for coordination and review.
- F. The CONSULTANT agrees that he will cooperate with the AGENCY in the performance of services under this Agreement and will be available for consultation with the AGENCY at such reasonable times with advance notice as to not conflict with other responsibilities.

## **SECTION II – RESPONSIBILITY OF THE AGENCY**

- A. The AGENCY will cooperate with the CONSULTANT in the performance of services under this Agreement and will be available for consultation with the CONSULTANT at such reasonable times with advance notice as to not conflict with his other responsibilities.

- B. The services to be performed by the CONSULTANT under this Agreement are subject to periodic review by the AGENCY. For those documents submitted to the AGENCY by the CONSULTANT with regard to the PROJECT, the AGENCY will examine and respond in writing to the CONSULTANT within twenty-one (21) calendar days of receipt of such documents. It is understood that the AGENCY'S comments upon review of the CONSULTANT'S documents do not relieve the CONSULTANT from responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- C. The AGENCY shall assemble selected data and information related to the PROJECT and provide it to the CONSULTANT on, or prior to, the commencement date of this Agreement. The CONSULTANT shall be responsible for updating this data and information during the PROJECT development process, and shall be responsible for acquiring supplemental data and information which the CONSULTANT deems necessary.
- D. The AGENCY will be responsible for performing the work noted below and upon completion will provide the results thereof to the CONSULTANT:
1. Preparation of the legal description of the final area determined for evaluation.
  2. Preparation and distribution of all of the public notifications as deemed necessary for the legal completion of the Redevelopment Plan adoption process.
  3. Provide access to the CONSULTANT of its in-house legal counsel for the review of documents, Redevelopment Agency Plan adoption procedures, and to answer general and specific legal questions as they arise.
  4. Prepare and forward the final recording of documentation as deemed necessary by the NRS and Clark County Recorder's and Tax Assessor's Offices for the recordation of the adoption of the Redevelopment Plan.
  5. Designate a project coordinator to serve as the CONSULTANT'S point of contact for the duration of the PROJECT.
  6. Prepare all Planning Commission, City Council and AGENCY Board agenda items as deemed necessary for the adoption of the Redevelopment Plan.
  7. Provide property information maps, plats, and aerial photographs as deemed necessary.

8. Provide a list of all parcel numbers within the new boundaries.
9. Schedule and conduct all community meetings.

### **SECTION III –CONSULTANT'S SCOPE OF WORK**

- A. The CONSULTANT will be responsible for performing the SCOPE OF WORK noted below and upon completion will provide the results thereof to the Agency:
  1. Work with the Planning Commission to prepare the Preliminary Plan.
  2. Revise Las Vegas' existing Redevelopment Plan in the formal and legal manner dictated by state statutes.
  3. Develop a generically worded, easily understood version of the Redevelopment Plan.
  4. Prepare the Report to Council which includes:
    - a. Report By the City of Las Vegas Redevelopment Agency to the Las Vegas City Council on the proposed Redevelopment Plan expansion
    - b. Blight Study
    - c. Economic Feasibility Study
    - d. Planning Commission Report and Recommendation
    - e. Agency Analysis of the Preliminary Plan
  5. Develop the required information for agenda items in coordination with Agency staff.
  6. Attend all community meetings as determined by the Agency's point of contact.
- B. The CONSULTANT will complete all elements of the Scope of Work within 22-26 weeks of formal Notice to Proceed.
- C. The CONSULTANT shall provide the AGENCY with five (5) draft copies of the final Redevelopment Plan, a reproducible master copy and an electronic copy including all associated maps and diagrams.

#### **SECTION IV – CHANGES TO SCOPE OF WORK**

- A. The Agency's Executive Director may at any time, but only by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause a significant increase or decrease in the CONSULTANT'S cost or time required for performance of any services under this Agreement, the Parties shall formally amend this Agreement. Any claim of CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of changes by the AGENCY.
- B. No additional compensation shall be paid to the CONSULTANT for changes in scope of work without the prior written authorization of the AGENCY to proceed with such changes.

#### **SECTION V – SUPPLEMENTAL SERVICES OF CONSULTANTS**

Supplemental Services will be provided only as specifically authorized in writing by the AGENCY'S representative. Any other significant change of work determined by the AGENCY as essential to efficient and timely completion of the PROJECT shall require a formal Amendment to this Agreement as provided by Section IV of this Agreement.

#### **SECTION VI – SUBCONSULTANTS**

The CONSULTANT agrees to include in all professional service subcontracts in connection with performance of the terms and obligations imposed under this Agreement provisions in substantially the following form:

- A. The CONSULTANT agrees to pay the subconsultants when the CONSULTANT is paid for the subconsultant's portion of the work by the AGENCY. No liability arises on the part of the CONSULTANT to the subconsultants for payment of the subcontracted work until payment has been made by the AGENCY, and if the AGENCY has paid the CONSULTANT for such subcontracted work, the subconsultant's only recourse is against the CONSULTANT and not against the AGENCY.
- B. The subconsultants do not have any rights against the AGENCY.
- C. The CONSULTANT shall include contractual language in its subconsultant agreements consistent with the terms and obligations of this Agreement.

## **SECTION VII – TERM OF AGREEMENT**

This Agreement commences upon the date this Agreement is approved by the AGENCY BOARD in a formal proceeding and shall end or be amended within sixty (60) days after the date the AGENCY makes final payment to the CONSULTANT for services rendered under this Agreement, unless this Agreement is terminated by the AGENCY.

## **SECTION VIII – COMPENSATION AND TERMS OF PAYMENT**

### **A. TOTAL COMPENSATION**

1. The AGENCY will pay CONSULTANT for services outlined in Section III of this Agreement. CONSULTANT will receive payment for services at a rate no greater than \$150.00 per hour and in a Total Project Cost amount not to exceed forty nine thousand five hundred dollars (\$49,500). This amount includes \$2,500 which is allocated for reimbursable expenses as defined in Paragraph 2 of this Section VIII.
2. The AGENCY shall reimburse the CONSULTANT for reimbursable expenses incurred by the CONSULTANT in the interest of the PROJECT. Should these expenses amount to less than \$2,500, the remaining amount will be retained by the AGENCY. Reimbursable expenses are for the following:
  - a. Long distance telephone calls and Faxes;
  - b. Reproductions and data processing;
  - c. Postage and handling of documentation;
  - d. Film processing, film, photographic supplies; and
  - e. Purchase of data, historical facts, and information;
  - f. Mileage (\$.36 per Mile)

### **B. TERMS OF PAYMENT**

1. The AGENCY will pay the CONSULTANT a one-time retainer fee of \$5,000 upon the execution of this Agreement that will be initially billed by the CONSULTANT. This fee is part of, not in addition to, the Total Project Cost in Section VIII, Paragraph A "Total Compensation".

2. For payment of Consultant's Services completed, the CONSULTANT shall prepare and submit to the AGENCY a written invoice the first week of the month for work performed during the preceding month. The CONSULTANT shall submit (i) an original invoice to the following address with (ii) a copy to AGENCY designated project coordinator:

Department of Finance and Business Services  
Attn: Accounts Payable  
City of Las Vegas  
400 Stewart Ave.  
Las Vegas, NV 89101-2986

3. The invoice will indicate that percentage of the total PROJECT work completed during the invoice period. The invoice amount shall be supported with a written summary noting the various tasks worked on and the percentage of task completion. For payment of reimbursable expenses, the invoice will contain a separate line item documenting the amount and provide an explanation of the reimbursable expenses.
4. The CONSULTANT shall be paid within thirty (30) calendar days after receipt of invoice which is complete, correct and undisputed by the AGENCY.
5. The AGENCY shall have thirty (30) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. AGENCY shall not be obligated to pay the portion of the invoice in dispute. AGENCY shall notify the CONSULTANT in writing within thirty (30) days why the invoice has not been paid. For each claim or dispute arising between the parties under this Agreement, the parties shall attempt to resolve the matter through escalating levels of management. Failure to agree to an adjustment shall be a dispute under Section XI, Paragraph M "Dispute Resolution."

#### **SECTION IX – TIME OF PERFORMANCE**

- A. The CONSULTANT shall commence work immediately following written notice to proceed by the AGENCY, but no sooner than the effective date of this Agreement. Work shall be completed in accordance with the Scope of Work as delineated in Section III.
- B. If the CONSULTANT'S performance of services is delayed, the CONSULTANT shall notify the AGENCY'S representative in writing of the reasons for delay and prepare a revised schedule for performance of services and submit the revised schedule to the AGENCY'S representative. If the CONSULTANT is delayed, the AGENCY shall have the right to retain from

monthly payments up to ten percent (10%) of subsequent invoices until such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for compliance with the PROJECT schedule.

#### **SECTION X – AUDIT: ACCESS TO RECORDS**

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission, and a copy of the cost summary submitted to the AGENCY. The AGENCY, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.
- C. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to Paragraph A above, provided that the CONSULTANT is afforded the opportunity for an audit 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 written comments, if any, of the CONSULTANT.
- D. Records pursuant to Paragraph A above shall be maintained and made available during performance under this Agreement until three (3) years from date of final payment for the PROJECT. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution, litigation, claim or exception.
- E. Pursuant to NRS 239.010 et. seq., the Nevada Public Records Act, each and every document provided to the AGENCY is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The AGENCY shall not in any way be liable to the CONSULTANT for the disclosure of any public record.
- F. The CONSULTANT agrees to include language substantially similar to the language of Paragraphs A through E of this Section in all the CONSULTANT'S subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.00



## SECTION XI – MISCELLANEOUS PROVISIONS

### A. SUSPENSION:

The AGENCY may suspend performance by the CONSULTANT under this Agreement for such period of time as the AGENCY, in its sole discretion may prescribe, by providing written notice to the CONSULTANT at least seven (7) calendar days prior to the date on which the AGENCY wishes to suspend such performance. Upon such suspension, the AGENCY shall pay the CONSULTANT compensation based on percentage of PROJECT completion earned until the effective date of suspension less all previous payments. The CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from the AGENCY to resume performance. In the event that the AGENCY suspends performance by the CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, the CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to the CONSULTANT under this Agreement to reimburse the CONSULTANT for additional costs occasioned as a result of such suspension of performance by the AGENCY.

### B. TERMINATION:

1. For Convenience. The AGENCY may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notification of the proposed termination to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date the CONSULTANT receives written notification of such proposed termination. In the event of termination, the AGENCY agrees to pay the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with the Section entitled "Compensation and Terms of Payment" of this Agreement.
2. For Default. The AGENCY may terminate this Agreement in whole or in part if the CONSULTANT fails to (i) perform the services under Section III "Statement of Work" or (ii) make progress, so as to endanger performance of this Agreement. The AGENCY's right to terminate this Agreement may be exercised if the CONSULTANT does not cure such failure within ten (10) calendar days after notice, specifying failure, is provided pursuant to the Section XI, Paragraph T "Legal Notice" of this Agreement.
3. If the AGENCY terminates this Agreement for default in whole or in part, it may acquire, under reasonable terms and in the manner the AGENCY considers appropriate, services similar to those terminated, and the

CONSULTANT shall be liable to the AGENCY for up to \$49,500 for those services.

**C. OWNERSHIP OF DOCUMENTS:**

All plans, drawings, specifications, reports, digital maps, CAD files, photographs, display boards, mylar drawings, studies and documents prepared or assembled by the CONSULTANT or any subconsultants which are related to the performance of this Agreement are deemed to be the property of the AGENCY. In the event of completion or termination of this Agreement, the AGENCY reserves the right to require delivery of such documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the AGENCY'S sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the AGENCY.

**D. INSURANCE:**

The CONSULTANT shall procure and maintain, at his own expense, during the entire term of this Agreement, the following insurances:

1. Comprehensive General Liability (bodily injury and property damage) insurance with respect to the CONSULTANT'S agents and vehicles assigned to the prosecution of work under this Agreement in a policy limit of not less than \$1,000,000 for combined single limit per occurrence.
2. Professional Liability insurance, for the protection 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 Professional Liability insurance will provide for coverage in an amount of not less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate for the period of time covered by this Agreement.
3. CONSULTANT'S Comprehensive General Liability and Professional Liability insurance policy shall automatically include or be endorsed to cover CONSULTANT'S contractual liability to the AGENCY to waive subrogation against the AGENCY, its officers, agents, servants and employees; and to provide that that AGENCY will be given thirty (30) calendar days notice in writing of any cancellation of, or material change in the policies.

4. 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. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the AGENCY.
5. Certificates indicating that such insurance is in effect shall be delivered to the AGENCY before work is begun under this Agreement. If the CONSULTANT is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and that Certificate of Insurance shall state that coverage is claims made and the retroactive date. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the AGENCY with 30-day advance written notice of policy cancellation.

**E. INDEMNITY:**

Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, the CONSULTANT shall protect, indemnify and hold harmless the AGENCY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the AGENCY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subconsultants, or agents or anyone employed by the CONSULTANT or its subconsultants or agents, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

**F. ASSIGNMENT:**

The AGENCY and the CONSULTANT each bind themselves and their partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet or transfer his interest in this Agreement without the approval of the AGENCY representative. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**G. WAIVER:**

No consent or waiver, expressed or implied, by either party to this Agreement or of any breach by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on 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 AGENCY or the failure of the AGENCY to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of his obligations hereunder.

**H. DESIGNATION OF REPRESENTATIVE:**

The Redevelopment Agency Officer or the Director of the Office of Business Development's authorized representative is hereby designated as the AGENCY'S representative with respect to the work to be performed under this Agreement. Said representative shall only have the authority to transmit instructions, receive information, interpret and define the AGENCY'S policies and decisions with respect to the services of the CONSULTANT.

**I. INDEPENDENT CONTRACTOR:**

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by CONSULTANT hereunder shall be deemed to be an independent contractor and not an agent or employee of the AGENCY. The AGENCY shall hold the CONSULTANT as the sole responsible party for the performance of the Agreement. The CONSULTANT shall maintain complete control over his employees and subconsultants.

**J. APPLICABLE LAW:**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. Jurisdiction and venue will be vested in the Federal and State Courts sitting in Clark County, Nevada.

**K. COMPLIANCE WITH LAWS:**

The CONSULTANT shall in the performance of his obligations hereunder comply with all applicable laws, rules and regulations of the AGENCY prohibiting and/or related to discrimination by reason of race, sex, age, religion, creed, disability or national origin.

**L. PROHIBITION AGAINST CONTINGENT FEES:**

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

For breach of this warranty, the AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**M. DISPUTE RESOLUTION:**

Disputes concerning standards of performances, time of performance, scope of work, compensation or terms specified in the Agreement shall be resolved in the following manner:

1. The AGENCY'S representative and CONSULTANT'S Project Manager will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.
2. If any disputes between the parties remain unresolved after thirty (30) calendar days, the AGENCY'S representative and CONSULTANT'S Project Manager shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the:
  - (a) basis for the dispute,
  - (b) negotiations accomplished and results thereof, and
  - (c) current status of all relevant unresolved issues.
3. Copies of each written summary shall be exchanged between the AGENCY'S representative and CONSULTANT'S Project Manager, and provided to the Director of the Office of Business Development. Within thirty (30) calendar days thereafter, the Director of the Office of Business Development, or his or her designee, and CONSULTANT'S Principal-in-Charge will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize:
  - (a) all issues of dispute,
  - (b) the resolutions to resolve issues, and
  - (c) unresolved issues, if any.

The written record will be reviewed by the Director of the Office of Business Development or his designee, who will render a determination regarding such dispute.

4. In the event the matter cannot be successfully resolved in this manner, the AGENCY is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. In the event that arbitration is originated by the AGENCY as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association. In the event that litigation is originated by the AGENCY as the forum for further resolution, the claim shall be filed with the Eighth Judicial District Court in the State of Nevada.

**N. CONFIDENTIALITY:**

1. The CONSULTANT shall treat all information relating to the PROJECT and all information supplied to the CONSULTANT by the AGENCY as confidential and proprietary information of the AGENCY and shall not permit its release to other parties or make any public announcement or release without the AGENCY'S written authorization. The CONSULTANT shall also require subconsultants and vendors to comply with this requirement.
2. The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the AGENCY, then in the public domain; (ii) the information is known to the Consultant prior to obtaining the same from the AGENCY; (iii) the information is obtained by the Consultant from a third party who did not receive the same directly or indirectly from the AGENCY; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Consultant shall notify the AGENCY. In such event the AGENCY, in its sole discretion, may seek to quash such demand. The obligations of confidentiality shall survive the termination of this Agreement

**O. SITE INSPECTION**

The CONSULTANT represents that CONSULTANT has visited the PROJECT location and is satisfied as to the general condition thereof and that the CONSULTANT'S compensation as provided for in the Agreement 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.

**P. SEVERABILITY:**

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

**Q. AMENDMENTS:**

All substantial amendments to this Agreement must be in writing and must be executed by the parties.

**R. FINAL INTEGRATION:**

This Agreement is fully integrated and it constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement.

This Agreement supercedes all other oral and written negotiations, agreements and understandings of any and every kind relating to the subject matter of this Agreement.

**S. CONSTRUCTION:**

In the event of any dispute regarding any provision of this Agreement, the terms of this Agreement shall not be construed against or in favor of either party. The parties acknowledge that each has participated equally in the negotiation and drafting of this Agreement.

**T. NOTICE:**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

Manager, Purchasing & Contracts  
City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101

AND

TO AGENCY:

Redevelopment Agency  
Attention: Steve Van Gorp  
Redevelopment Officer  
400 Stewart Avenue  
Las Vegas, Nevada 89101

TO CONSULTANT: Bender & Associates  
Attn: Larry Bender – Principal  
330 East Charleston Blvd.  
Suite 201  
Las Vegas, Nevada 89104

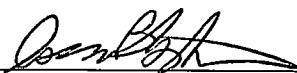
**U. CORPORATE AUTHORITY:**

The undersigned warrant that they have the requisite corporate authority to execute this Agreement and bind the CONSULTANT and AGENCY to the terms of this Agreement.

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

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

BENDER & ASSOCIATES

By:   
CHAIRMAN

By:   
LARRY BENDER  
PRINCIPAL

ATTEST:

By:   
AGENCY SECRETARY

DATE 5/21/04

APPROVED AS TO FORM:

By:   
AGENCY ATTORNEY

DATE 5/6/04



# **CERTIFICATE** **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

## **1. Definitions**

"City" means the City of Las Vegas.

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

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

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

## **2. Policy**

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

## **3. Instructions**

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

## **4. Incorporation**

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

|                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Block 1 Contracting Entity</b></p> <p><b>Name</b> <u>Bender &amp; Associates</u><br/> <u>Larry Bender</u></p> <p><b>Address</b> <u>330 E. Charleston</u></p> <p><b>Telephone</b> <u>696-9777</u></p> <p><b>EIN or DUNS</b> <u>88-0356006</u></p>                                                                                                                     | <p><b>Block 2 Description</b><br/> <b>Subject Matter of Contract/Agreement</b></p> <p><u>Redevelopment Consulting Services</u></p> |
| <p><b>Block 3 Type of Business</b></p> <p> <input type="checkbox"/> Individual             <input type="checkbox"/> Partnership             <input type="checkbox"/> Limited Liability Company             <input checked="" type="checkbox"/> Corporation             <input type="checkbox"/> Trust             <input type="checkbox"/> Other: <u>Sub-Chapters</u> </p> |                                                                                                                                    |

# **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.  | Larry Bender (President) | 330 E. Charleston #201 | 696-9777       |
| 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: \_\_\_\_.

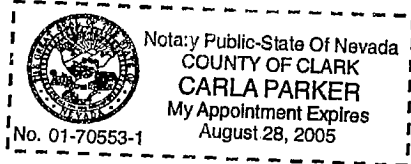
**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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



Larry Bender  
 Name  
4/21/04  
 Date

Subscribed and sworn to before me this 21 day of

April, 2004  
Carla Parker  
 Notary Public

# City of Las Vegas

## **AGENDA SUMMARY PAGE** **REDEVELOPMENT AGENCY MEETING OF: MAY 19, 2004**

CITIZEN PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISION OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A REDEVELOPMENT AGENCY MATTER NOT LISTED ON THE AGENDA, PLEASE STEP UP TO THE PODIUM AND CLEARLY STATE YOUR NAME AND ADDRESS. PLEASE LIMIT YOUR REMARKS TO THOSE MATTERS UNDER THE EXPRESS JURISDICTION OF THE REDEVELOPMENT AGENCY. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

### **MINUTES:**

DAN CONTRERAS, Bonanza Village resident, noted that the underlying problems must be attacked in order to redevelop West Las Vegas. Over a year ago he took a tour of the "F" and Washington area in a City van with City staff, and a prostitute approached them. This has been an ongoing problem. He urged Council to expand the duties of the City marshals to be able to remove some of the blight in West Las Vegas. He pleaded with COUNCILMAN BROWN not to cut the Code Enforcement budget, because those services are greatly needed in West Las Vegas. He showed a picture of the old Binion House, which is full of graffiti. It is very disappointing to see that not even prominent families take care of their properties. He showed other pictures of other blighted properties in West Las Vegas with which Code Enforcement has been very helpful. CHAIR GOODMAN felt the media should pay attention to some of the blight in West Las Vegas.

(11:28 - 11:33)

**2-1939**

DOROTHY BARNES, Las Vegas resident, said that Las Vegas is beautiful, but there is a lot of crime, drugs, and prostitution in this town, and newcomers, such as her, are abused. Also, government employees should be better trained, because the ones she has encountered are not well qualified to do the jobs they are doing. She was recently arrested just for requesting an officer's badge number.

(11:33 - 11:36)

**2-2144**

# City of Las Vegas

## REDEVELOPMENT AGENCY MEETING OF MAY 19, 2004 Citizen Participation

### **MINUTES – Continued:**

AL GALLEG0, citizen of Las Vegas, stated that he recently felt really embarrassed at a baseball game when two people sitting next to him started talking about the burned down apartment on Las Vegas Boulevard. He asked when it would be torn down and urged the City to clean up that area.

(11:36 – 11:37)

**2-2260**

**THE MEETING ADJOURNED AT 11:37 A.M.**

Respectfully submitted:

  
GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

June 4, 2004

  
Barbara Jo Ronemus, Secretary