

**PROFESSIONAL SERVICES CONTRACT
240144-DM ECONOMIC IMPACT STUDY FOR
HISTORIC JACKSON AVENUE REDEVELOPMENT**

THIS CONTRACT is being entered into, effective as of _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and HR&A Advisors, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of California, having its principal office at 700 Flower St #2995, Los Angeles, CA 90017.

SECTION A – Contract Overview**A-1 Summary of Contract** [CAO-12/30/2020]

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

(a)	Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Provide a non-traditional economic impact study of the Jackson Avenue area located in the Historic Westside of Las Vegas. Services will include a report, community stake holder meetings and presentations of report findings.	
	Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date Upon project completion estimated to be six (6) months from effective Contact date
	Contract Type As defined in Section B-1	The contract type is Firm Fixed Price	
	Contract Amount This Not-to-Exceed Amount is subject to Section C-2	Not to Exceed \$175,000	See Exhibit B for detailed breakdown.

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

(c)	City Project Manager Per Section D-4, (a)	Name Melvin Valentine Jr. Brian Neeley-Cruz	Phone 702-472-3306 702-229-3156	Email melvin@valentinecommunications.com bcruz@LasVegasNevada.GOV
	Company Representative Per Section D-4, (b)	Name Derek Fleming	Phone (917) 204-2978	Email dfleming@hraadvisors.com

(d)	City Legal Notice Representative per Section E-1			
	Company Legal Notice Representative Per Section E-1	Name & Title Derek Fleming, Partner-in-Charge	Address 700 Flower St #2995, Los Angeles, CA 90017	Email dfleming@hraadvisors.com

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

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

SECTION B – Basic Terms

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

The following definitions apply to this Contract:

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

SECTION C – Scope of Work

C-1 Scope of Work

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

C-2 Deliverables/Schedule/Fees

- (a) Deliverables will be provided in accordance with the Scope of Work attached as “Exhibit A” and the Company Proposal Excerpt attached as “Exhibit B”.
- (b) The City will pay the amounts set forth in “Exhibit B”.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

- (a) Payment: Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.

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

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

D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the City within sixty (60) days upon completion upon completion of Deliverables. Each invoice shall contain the following information:
 - (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section A-1 (c), "Project Manager/Company Representative", with the following items:
 - (i) copy of the applicable Deliverable associated with the invoice
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

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

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

D-5 Insurance [CAO-3/31/2022]

The Company shall procure and maintain insurance as required by law and as appropriate for this Contract, including Workers' Compensation, Professional Liability, General Liability and Auto Liability Insurance coverage, at its own expense, for all work related to the performance of this Contract. The Company must remedy at its own expense all injuries to persons and damage or loss to any City property caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 RESERVED

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
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FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:
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- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

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

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

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

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

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

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

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

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

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

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

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

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

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and

consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

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

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

E-18 Confidentiality – City Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

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

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change

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

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

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

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

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-33 Federal Requirements

Federal Funds may be used to reimburse expenses for Services provided for under this Contract. Company hereby covenants and agrees to comply with all said Federal requirements, at all times during the term of this Contract, including without limitation the following:

(a) Clean Air Act

CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Applies to contracts and subcontracts awarded over \$150,000.

The Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(b) Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Company must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(c) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Companies who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company, **HR&A Advisors, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

HR&A Advisors, Inc.
Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

E-32 Counterpart Signatures [CAO-08/11/2022]

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.

E-33 Miscellaneous [CAO – 4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

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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

HR&A ADVISORS, INC.

Signature Date

Printed Name

Title

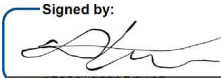
ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by: 12/23/2024 | 3:29 PM PST
Crislove A. Igeleke
7A0C1A87A10D431...
Deputy City Attorney Date

Crislove A. Igeleke
Printed Name

Signed by: 12/23/2024 | 3:40 PM PST

6725910293EC46D...
Signature Date

Desmond Hunte
Printed Name

Chief Finance and operations officer
Title

EXHIBIT A **Scope of Work**

1. Background:

The Historic Westside of Las Vegas holds a rich and vibrant history deeply rooted in the African American community and the city's growth. Originally settled in the early 20th century, this area became a hub for African American culture, entrepreneurship, and community life in Las Vegas.

In the early 1900s, Las Vegas was still a small town primarily focused on railroad construction and ranching. The Westside began to take shape as African American workers migrated to the area seeking employment opportunities. Discriminatory housing practices confined black residents to specific neighborhoods, and the Westside became one such enclave.

Despite facing segregation and discrimination, the residents of the Westside established a tight-knit community. They built churches, schools, businesses, and social clubs, creating a thriving cultural center within Las Vegas. Jackson Avenue, at the heart of the Historic Westside, became a vibrant main street with a uniquely Las Vegas flair. As the only place where Black entertainers were able to stay while performing on the strip, Jackson was a second home for entertainment earning it the title, "The Black Strip".

The 1950s and 1960s marked a period of significant change for the Westside. The civil rights movement brought attention to the injustices of segregation, and the Westside became a focal point for activism in Las Vegas. In the late 1960s and early 1970s the construction of two freeways, the US-95 and I-15, dramatically altered the landscape of the Westside, separating the Black community from the prosperity of the downtown and the Las Vegas Strip.

Despite these challenges, the spirit of the Westside endured. Efforts to preserve its history and promote revitalization have gained momentum in recent years. The community and local leaders have worked to commemorate the legacy of the Westside and support initiatives for economic development. While facing the pressures of urbanization and gentrification, the community continues to honor its heritage and strive for a vibrant future.

Jackson Ave. holds significant historical and cultural value, yet it has faced a lack of development and investment for nearly half a century. Understanding the reasons behind this stagnation and unlocking the potential for revitalization while preserving the community's essence is crucial. This RFP seeks proposals from creative teams to undertake non-traditional approaches to market analysis and economic impact studies tailored to the unique context of Jackson Ave.

2. Objective:

The primary goal of this project is to comprehensively understand the economic opportunities and challenges facing Jackson Ave. The selected team will delve into the historical context, current ownership landscape, development potential, and barriers to investment. The ultimate aim is to identify strategies for reinvestment that foster economic growth without displacement and enhance the area's vibrancy, with a strong emphasis on cultural understanding.

Cultural Competency: Demonstrate cultural competency in all aspects of the project, from research and analysis to engagement and strategy development. Proposals should demonstrate a deep understanding of the community's heritage and values.

3. Background information and research:

This work is funded by a grant from the U.S. Economic Development Agency (EDA) to the city of Las Vegas to support legacy owners of land on Historic Jackson Avenue in development of their properties. The grant specifically seeks to provide information and education to these owners to assist them in developing an overall vision for Jackson Avenue and learning the steps in property development. This economic impact study will be the first step in guiding that vision.

To assist the legacy land owners in their redevelopment, the Successful Offeror must be familiar with current adopted plan for the revitalization of the Historic Westside:

[Hundred Plan in Action](#)

4. Scope of Work:

The Company will provide services to complete the following Deliverables:

- A. **One (1) Report** of the findings of the Comprehensive Economic Impact Study including all information highlighted below with details of procedures used and tables, charts, and info-graphics that highlight the findings. The report should include the following information:
 - **Historical Context:** Conduct comprehensive research on the historical significance of Jackson Ave., including its role in the context of segregation and systemic inequalities. Explore the impact of past policies and practices on the current state of the neighborhood.
 - **Understanding the Stagnation:** Investigate the factors contributing to the lack of development and investment over the past decades, considering both economic and socio-cultural dynamics. Explore issues such as market viability, regulatory constraints, financing challenges, and owner motivations, with sensitivity to the neighborhood's unique history and challenges.
 - **Current Ownership Landscape:** Assess the interests and intentions of current property owners regarding development or redevelopment. Explore their visions, plans, and potential support needs for the area, taking into account cultural sensitivities and community aspirations.
 - **Development Potential:** Propose and evaluate the types of developments that can thrive on Jackson Ave., considering community needs, planned projects in the vicinity, and long-term development costs and viability. Emphasize culturally relevant and inclusive solutions that celebrate the neighborhood's identity.
 - **Zoning and Feasibility:** Evaluate existing zoning and their alignment with the envisioned development, highlighting any disparities or barriers that may exist. Propose strategies for amending zoning to support economically viable development.
 - **Economic Impact Assessment:** Estimate the economic benefits of proposed developments to the community and the city, including revenue generation, job creation, and tax contributions. Present a compelling narrative highlighting Jackson Ave.'s viability as an inclusive hub for economic prosperity, rooted in its cultural heritage.
 - **Barriers and Recommendations:** Identify barriers hindering the realization of the vision for Jackson Ave. Propose actionable recommendations, such as city incentives, financing tools, or policy changes, to overcome these obstacles, ensuring they are culturally relevant and responsive to community needs.
 - **Implementation Strategy:** Outline a clear process for implementing the recommended strategies, ensuring alignment with the interests of property owners and the broader community. Address any support or assistance needed to facilitate progress, with a focus on building trust and collaboration.
- B. **Two (2) Presentations of the report: One (1) community presentation and one (1) presentation to City Council:** Presentations should be comprehensive and informative, providing a detailed overview of the project's objectives, scope, and key findings. The presentation will highlight community input gathered through engagement activities, and stakeholder meetings to demonstrate the inclusivity and transparency of the process. The presentation will include visuals, data, and actionable recommendations.
- C. **Three (3) Minimum Community Engagement Meetings:** Community engagement meetings with a minimum of 3 meetings with Jackson Ave owners, and one meeting with the Historic Westside Community at large. These meetings will be offered in collaboration with the city project manager. The meetings will be inclusive and informative, featuring presentations on purpose and an interactive format that will ensure authentic engagement. Attendees will have opportunities to provide feedback through various channels, ensuring diverse voices shape the

project's direction. We are committed to transparency and ongoing communication to keep the community engaged beyond the meetings.

- D. **Two (2) Stakeholder Meetings:** Stakeholder meetings will be focused on fostering collaboration and gathering insights from key stakeholders for the redevelopment of Jackson Avenue without displacement and in collaboration with the land owners. Stakeholder meetings will be implemented in partnership with the project manager. These meetings will involve presentations, discussions, and Q&A sessions to ensure stakeholders' perspectives are considered.

5. Target Project Schedule

All the contract deliverables including the report, presentations and meetings should be completed by six (6) months from Contract award date.

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Work Plan

Project Understanding

The Historic Westside is a neighborhood of profound cultural and historical significance, deeply rooted in the Black community and its resilient history despite segregation and other discriminatory land use policies. Although the City has conducted intensive community engagement to date, the neighborhood's history of disinvestment and inaction has led to significant distrust among community members. There is a critical need for reparative actions to rebuild trust and demonstrate a genuine commitment to tangible, beneficial change for the existing residents.

It is imperative that any future vision for this neighborhood honors and centers its rich cultural heritage and historical value, while including and involving new neighbors as well. Currently, the neighborhood is experiencing demographic shifts, with over one-third of residents identifying as Hispanic/Latino, and approximately 10% of the population speaking only Spanish. This evolving demographic landscape must be taken into account in our planning and engagement efforts.

There is a notable momentum as the City has taken multiple steps to begin implementing the HUNDRED Plan, securing federal and private funding, and conducting outreach to individual property owners. This plan seeks to capitalize on this momentum, translating it into tangible changes that benefit the community.

We understand that the audiences and use cases for this initiative include:

- **Existing residents of the Historic Westside:**
 - Acknowledge and address the historical harm caused by past policies and disinvestment that have led to systemic inequities and economic stagnation.
 - Document and prioritize the concrete visions and interests of the current property owners and community members.
 - Develop and articulate potential development pathways that reflect community needs, ensure financial returns, and preserve cultural heritage.
- **Residents and broader stakeholders, including institutions involved in the Historic West Side:**
 - Clearly articulate and commit to the specific changes the City will undertake to realize the community's vision, including necessary zoning amendments, incentives, and other policy changes.
 - Establish a clear implementation strategy with defined roles, funding sources, timelines, and pathways for direct community involvement in the implementation process.
 - Develop a governance structure that ensures integrity, accountability, and trust, similar to successful models found in the Sweet Auburn governance organization.
- **Potential funders and investors in both the public and private sectors:**
 - Present a compelling case for transforming Jackson Avenue into an "inclusive destination for economic prosperity rooted in its cultural heritage," supported by robust economic impact findings.

The scope of work and project schedule below detail our proposed process. We anticipate reviewing and adjusting this scope of work and project schedule with support and collaboration from the City of Las Vegas staff as well as with input from our proposed steering committee.

Scope of Work

Phase 1: Listening & Learning (1 month)

The primary goal of this phase is to build a comprehensive understanding of Jackson Avenue’s unique context, engage key stakeholders, and lay the foundation for a community-driven process and plan. This will be achieved through a thorough review of existing documentation, strategic stakeholder engagement, and the formation of a steering committee to guide the process.

Tasks:

1. **Kickoff Meeting with the City Team:** A kickoff meeting will be convened with the City team to discuss the following key points:
 - **Project Goals:** Clarification of what the City aims to achieve with this Plan, including specific outcomes and metrics of success.
 - **Stakeholders:** Identification of key stakeholders who were involved in the HUNDRED Plan and those who were missing. We will also discuss their roles and expectations, and audiences to engage.
 - **Planning and Zoning Updates:** Discussion of ongoing plans, projects, and/or zoning changes and their implications for this avenue and the project.

Collaboration

During the kickoff, we will confirm cadence and attendance for regular check-in meetings and discuss other desired coordination methods between the consultant team and City staff. Methods will likely include bi-weekly virtual check-in meetings and concise written progress updates. We understand the City is reaching out to owners along Jackson Avenue to engage them in this process and look forward to designing a structure that builds on this work.

Assumptions

During the kickoff, we will also discuss and confirm other requests of the City staff, which may include:

- Introductions to key stakeholders and City staff or leaders
- Participation in community meetings
- Support navigating City approval processes and scheduling City presentations (e.g. City Council)
- Data and documentation requested by the consultant team to inform this project, including planning, infrastructure, property, and zoning documentation

2. **Review of Previous Planning Documents:** We will conduct a review of key planning documents provided by the City team, including the HUNDRED Plan, recent zoning changes, and other relevant strategic plans as well as engagement data and commentary from recent local planning processes. This review will help us understand the groundwork established by prior efforts and momentum and ongoing initiatives in the Historic Westside today and ensure alignment with recent zoning amendments.
3. **Stakeholder Mapping:** We will conduct one-on-one introductory conversations with major stakeholders, including property owners, community leaders, and local businesses. These interviews will help us introduce the project and understand their visions, priorities, and any barriers to development. Questions may include: What has contributed to the community investment and

development stagnation? What can overcome this while mitigating displacement or other harmful impacts? These interviews will also inform the development of a steering committee for the project.

4. **Steering Committee Convening:** We will form a steering committee consisting of major community stakeholders who will regularly convene to shape the planning process and vet findings and recommendations. Drawing on Sumnu Marketing's extensive relationships across the Historic Westside, the committee will include representatives from community organizations (e.g. the Urban and Latin Chambers of Commerce), cultural institutions, churches and faith-based organizations, local businesses (e.g. participating businesses and youth entrepreneurs from the HUNDRED Plan in Action's B.O.S.S. and Y.E.S. programs), and residents.
 - **Engagement Strategy Development:** Collaboratively develop a community engagement strategy with input from the steering committee. The Sumnu and HR&A teams have deep experience developing creative outreach tactics and collaboration methods that involve new audiences in interactive dialogues they may not historically have participated in. This strategy will outline the methods and a schedule for inclusive and effective community participation, such as interactive community workshops, focus groups, neighborhood block parties, dinner parties, 1:1 interviews, and digital engagement tools (e.g. social media). The Sumnu team will draw on relationships with local influential individuals and businesses (e.g. Grits Café), and host events in popular local event venues (e.g. KCEP campus) to build interest and attendance in outreach events. In designing events and promotional strategies, our team will consider the best means to meet community members "where they are," and consider how to address any barriers they face participating in the process (e.g. Spanish language translation and live interpretation).
 - **City Engagement Strategy Discussion:** Collaboratively identify questions for City staff and leaders, with the goal of developing a schedule of engagement opportunities that bring together City staff with community members. This engagement will aim to build understanding of the Historic Westside's assets and challenges, to explore opportunities to steer community-prioritized investments to Jackson Avenue, and to design recommendations for City action considering practical and legal constraints.
 - **Regular Meetings:** Schedule regular steering committee meetings to review progress, discuss findings, and adjust the approach as needed.

Deliverables:

1. **Engagement Strategy:** A comprehensive plan outlining how community members and City staff will be engaged throughout the project, including specific methods, frequency of engagements, and expected outcomes.
2. **Revised Work Plan:** An updated work plan reflecting insights gained during the listening and learning phase, with clear milestones and timelines to guide subsequent phases.

Phase 2: Analysis, Engagement & Report Development (3.5 months)

In Phase 2, we will conduct a comprehensive engagement process while simultaneously delving into development potential analysis, economic impact assessment, zoning and feasibility analysis, and anti-displacement strategies. Our approach integrates data-driven methodologies with community-driven insights to ensure alignment with the goals and priorities of the Historic Westside community.

Below is a detailed breakdown of our approach and methodologies for each task:

Tasks:

1. **Historical Context Analysis:** We will conduct a historical context analysis through a review of historical documents and records to understand the neighborhood's evolution and its significance. We may conduct interviews with city planners, long-time residents, historians, and local development stakeholders to gain insights into the historical context and its impact on current conditions. This task will document significant cultural and historical landmarks and events that have shaped the community. Narrative topics and questions include:
 1. What were the key events, investments, closures, and policies that shaped the development of the Historic Westside?
 2. What has supported investment and development along the corridor – and what have been stated as barriers to development and investment?
 3. How/have discriminatory land use and/or investment policies and systems impacted the community historically and presently? Where is there opportunity for policy or systemic change?
 4. What cultural and economic contributions has the Historic Westside made to the broader city and region?
 5. How have demographic shifts changed the social and cultural fabric of the neighborhood over time?
 6. What historical landmarks, institutions, and figures are significant to the community's identity?

2. **Market Analysis:** We will utilize market data and trends to assess demand for various types of development in the area. This will involve analyzing demographic and real estate market trends, income levels, neighborhood assets, employment statistics, and consumer behavior. Stakeholder interviews with property owners, brokers, developers, and business owners will provide qualitative insights into market dynamics and preferences. Financial feasibility analysis will evaluate the viability of potential development scenarios, considering development costs, projected revenues, and return on investment. For the liberatory market analysis of Jackson Ave, we can employ several specific methods and utilize various data sources to think creatively about the market opportunities present:
 1. **Census Data and Demographic Analysis:** Leveraging census data and demographic analysis to understand the composition of the local population, including factors such as age, income levels, ethnic diversity, and language preferences. This information can help identify target demographics and tailor market strategies accordingly.
 2. **Asset Mapping and Historical Contextualization:** Examining the historical context of Jackson Ave and its economic evolution over time, and identifying community landmarks, institutions, and assets. By understanding assets, and relevant past trends and patterns, we can identify legacy barriers to community-centered economic development and opportunities for revitalization and/or restoration.
 3. **Real Estate Market Scan:** Conducting an analysis of vacancy and rent levels for residential, commercial, and other uses in the study area, and gathering information about planned development. This data will show trends and financial constraints and opportunities for development.
 4. **Retail Gap and Leakage Analysis:** Conducting a retail gap analysis to identify areas where consumer demand exceeds existing supply. By comparing local spending patterns with available retail options, we can pinpoint market niches that are underserved and ripe for investment. Analyzing competitors and similar businesses in neighboring areas to understand their strengths, weaknesses, and market positioning. This analysis can help identify areas where Jackson Ave businesses can differentiate themselves and capture market share.

5. **Ownership Landscape Analysis:** Utilize public records and assessor's data to map out property ownership patterns. Conduct interviews with property owners to understand their long-term plans, challenges, and willingness to participate in the redevelopment process.
3. **Local Business Inventory Review and Interviews:** Accessing local business databases and conducting interviews with business owners to assess the current landscape of enterprises in Jackson Ave. This data can reveal gaps in the market, emerging trends, and opportunities for growth and innovation.
4. **Community Meetings, Surveys and Focus Groups:** Conducting interactive workshops, local events, and focus groups within the community will gather insights into local preferences, needs, and aspirations. This qualitative data can provide valuable context for understanding market demand and identifying overlooked opportunities. Applying qualitative data analysis techniques, such as thematic coding and narrative analysis, we will extract meaningful insights from interviews, focus groups, and community feedback sessions. This approach can uncover underlying themes, preferences, and values that shape market dynamics.
5. **Development Potential and Feasibility Analysis:** Building on the HUNDRED Plan, we will review zoning along the corridor and review identified development sites to understand the physical characteristics and opportunities along the Jackson Ave area. Relying on existing documentation and information provided by City staff, this high-level review will include an examination of existing zoning, land use patterns, building conditions, available utilities and infrastructure, and amenities. Additionally, we may conduct interviews with local developers to assess development costs and barriers or identify additional underutilized or vacant properties with potential for redevelopment. Insights from this analysis will inform future development scenarios and any recommendations for zoning amendments to support economically viable development.
6. **Economic Impact Analysis:** Drawing from our extensive economic impact analysis experience, we employ a collaborative framework, engaging community members in discussions about tradeoffs and benefits. By involving stakeholders and decision-makers in identifying possible benefits and tradeoffs, our analysis and prioritization criteria will ensure plan alignment with community vision and values, leading to equitable and sustainable outcomes for Jackson Ave. Our analysis will include estimation of the following economic impacts associated with proposed projects, along with other impact areas as defined by community members:
 1. **Regional Brand and Economic Competitiveness:** Identifying how the project enhances the region's brand and attracts community-desired types of investment.
 2. **Local Spending and Job Creation:** Quantifying direct and indirect economic activity to assess the project's contribution to growth and employment opportunities.
 3. **Real Estate Value and Property Taxes:** Evaluating the impact on property values and tax revenues to understand implications for homeowners and investors.
 4. **Cultural District Tourism and Visitor Spending:** Estimating potential tourism growth and spending patterns to support local businesses.
 5. **Equity and Inclusion:** Assessing distributional impacts to promote social cohesion and community well-being.
 6. **Anti-Displacement Analysis:** Evaluate potential displacement risks associated with potential investments along Jackson Avenue and propose policy tools to mitigate residential, business, and cultural displacement.
7. **Policy Recommendations:** Drawing from insights gathered through stakeholder engagement and impact assessment conversations, identify barriers to action and generate policy recommendations to address inequities and promote inclusive development. This task will involve synthesizing findings from previous analyses, including economic impact assessment and trade-offs conversations, to

inform the development of a framework for equitable development. Deliverables will include a set of actionable policy recommendations aimed at fostering equitable growth and community empowerment.

Deliverables:

1. **Community Meetings:** At least three meetings with Jackson Ave property owners, and at least three community meetings with the Historic Westside community at large, with additional outreach tactics and opportunities to be confirmed collaboratively with input from the Steering Committee
2. **Report on Community Engagement:**
 - Summary of engagement activities conducted, including workshops, focus groups, and interviews.
 - Documentation of community feedback, including key themes, concerns, and priorities.
 - Analysis of stakeholder input to inform plan development.
3. **Stakeholder Meeting Summaries:**
 - Summaries of meetings with Jackson Ave property owners and the Historic Westside community.
 - Key insights, ideas, and feedback gathered during stakeholder interactions.
4. **Draft Economic Impact Report:**
 - Initial draft of the Report, incorporating input from community engagement activities and stakeholder meetings.
 - **Market Analysis, Development Potential and Feasibility Report:**
 - Commentary on analysis of zoning regulations and feasibility considerations for proposed development scenarios.
 - Commentary on key sites prioritized for development and prioritized recommendations for on-site uses.
 - Recommendations for zoning amendments and regulatory changes.
 - Commentary on potential displacement risks and proposing policy tools to mitigate residential, business, and cultural displacement.
 - **Economic Impact Analysis Synthesis:**
 - Comprehensive report quantifying the economic impact of revitalizing Jackson Ave as a cultural hub.
 - Expanded list of benefits beyond those provided by the RFP, incorporating community priorities and preferences.
 - Analysis of potential trade-offs and preferences to inform prioritization of action planning.
 - **Recommendations:**
 - Identification of barriers to action in implementing the plan.
 - Comprehensive set of policy actions and other action recommendations to address identified barriers and advance the community's vision for Jackson Ave.

Phase 3: Refinement & Implementation Strategy (1.5 months)

In Phase 3, we will refine the Report based on feedback from stakeholders and develop a comprehensive implementation strategy to guide the execution of prioritized policy interventions.

Tasks

1. **Implementation Strategy Workshop with City and Steering Committee:** Facilitate a workshop with representatives from the City and the Steering Committee to review the draft Report and discuss strategies for effective implementation. This workshop will provide an opportunity to align

on goals, identify potential challenges, and refine the implementation approach to ensure successful execution of the plan.

2. **Report Refinement via Meetings with Jackson Ave Owners:** Conduct meetings with Jackson Ave property owners to gather additional input and feedback on the Report. These meetings will focus on addressing any concerns or suggestions raised by property owners, refining specific aspects of the plan, and ensuring alignment with the interests of key stakeholders.

Deliverables:

1. **Final Report:**

- a. **Final Draft of the Jackson Ave Comprehensive Economic Impact Report:** A comprehensive document outlining the vision, goals, strategies, and action steps for revitalizing Jackson Ave. This final draft will incorporate feedback from community members, stakeholders, and decision-makers, ensuring alignment with community priorities and strategic objectives.
- b. **Prioritization Matrix:** A matrix ranking potential Jackson Ave projects, programs, or policy recommendations based on criteria such as impact, feasibility, and community support. This tool will facilitate the prioritization of action planning and resource allocation, guiding decision-making during the implementation phase.
- c. **Implementation Strategy Outline:** An outline of the implementation strategy for prioritized policy interventions, detailing action steps, responsible parties, timelines, and resource requirements for each recommendation. This outline will serve as a roadmap for executing the Report recommendations, providing clarity on roles, responsibilities, and milestones.

2. **Presentation to Community Members:** Deliver a presentation to the broader community to share the finalized Report and gather feedback. This presentation will provide an overview of the plan's key components, highlight opportunities for community involvement, and encourage ongoing collaboration to support implementation efforts.

3. **Presentation to City Council:** Present the finalized Report to the City Council for review and approval. This presentation will include an overview of the objectives, strategies, and anticipated outcomes, as well as a discussion of the proposed implementation approach and resource requirements.

Value Additives

We look forward to discussing potential optional services that would position you to institutionalize the relationships you form during this process and to bring in resources to support implementation. Should you desire any of the services outlined below, HR&A can provide a pricing proposal or conduct the work on a time and materials basis.

- **Institutionalizing the Steering Committee** (e.g., through MOUs): Explore opportunities to formalize the Steering Committee's role and responsibilities through Memoranda of Understanding (MOUs) or similar agreements. This optional task will help ensure ongoing collaboration and coordination among key stakeholders, enhancing the plan's long-term sustainability and impact.
- **Pitch Decks to Potential Investors:** Develop pitch decks to attract potential investors and secure additional funding for the implementation of priority projects outlined in the Report. These pitch decks will highlight the economic, social, and environmental benefits of investing in Jackson Ave, showcasing opportunities for public-private partnerships and community-driven initiatives.

Timeline

Phase	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Phase 1: Listening & Learning						
Phase 2: Analysis, Engagement & Report Development						
Phase 3: Refinement & Implementation Strategy						

Pricing Proposal

HR&A proposes to complete Scope of Work Phases 1-3 within six months of contract award date for a not-to-exceed fee of **\$175,000**, plus any expenses incurred, which are anticipated to be limited to travel. HR&A will invoice monthly based on percentage of work completed, with payment due in 30 days. Should the client desire any of the Value Additives services outlined above, HR&A can provide a pricing proposal or conduct the work on a time and materials basis.

Requested Deliverables	Fee
Comprehensive Economic Impact Study Report	\$115,000
Community and City Council Presentations	\$15,000
Community Engagement Meetings	\$30,000
Stakeholder Meetings	\$15,000
Total	\$175,000

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: HR&A Advisors, Inc.	
Address: 700 S. Flower Street, Suite 2995	City / ST / Zip: Los Angeles, CA, 90017
Telephone: 310.581.0900	EIN or DUNS : 208767681
Block 2: Description / Subject Matter of Contract	
Services for: Economic Impact Study for Historic Jackson Ave.	Project Number: 240144-DM
Block 3: <u>Type of Business</u>	
<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:	

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	Jeff Hebert, CEO and President	99 Hudson Street, 3rd Floor, New York, NY 10013	212.977.5597
2	Candace Damon, Co-Chair	99 Hudson Street, 3rd Floor, New York, NY 10013	212.977.5597
3	Eric Rothman, Co-Chair and Treasurer	99 Hudson Street, 3rd Floor, New York, NY 10013	212.977.5597
4	Katherine Collignon, Partner and Secretary	99 Hudson Street, 3rd Floor, New York, NY 10013	212.977.5597
5	HR&A Advisors, Inc. Employee Stock Owners	99 Hudson Street, 3rd Floor, New York, NY 10013	212.977.5597
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
5/29/24
Date

Subscribed and sworn to before me this 29th day of May, 20 24


Notary Signature

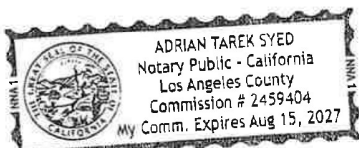
- See attached

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

Subscribed and sworn to (or affirmed) before me on this 29th
day of May, 2024, by Judith Juliana
Espartero

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Judith Juliana Espartero', written over a horizontal line.