

**PROFESSIONAL SERVICES CONTRACT
FOR 250046-TF Consultant Services for the Redevelopment Agency**

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 The Common Pool, LLC dba Carrot, (hereinafter the "Company"), a California limited liability company, having its principal office at 806 Georgina Avenue, Santa Monica, CA 90402.

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.

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|-----|---|--|--|---|
| (a) | Contract Synopsis The legally binding Scope of Work is more fully defined in Section C | Company to provide consultant services for the Redevelopment Agency | | |
| | Performance Dates The Performance Period is more fully defined in Section A-2 | Award Date See first paragraph | Expiration Date December 31, 2026 | Option Periods None |
| | 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 | \$255,000 professional fee and up to \$45,000 for additional services if requested | Not-to-Exceed | |
| | | | | |
| (b) | Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract | | | |
| | Exhibit A – Scope of Work | | Attachment 1 - Certificate of Disclosure | |
| | | | | |
| (c) | City Project Manager Per Section D-4, (a) | Name Tammy Christensen | Phone 702-229-2023 | Email tchristensen@lasvegasnevada.gov |
| | Company Representative Per Section D-4, (b) | Name Jaison Morgan | Phone 310-266-6226 | Email morgan@carrot.net |
| | | | | |
| (d) | City Legal Notice Representative per Section E-1 | | | |
| | Company Legal Notice Representative Per Section E-1 | Name & Title Jaison Morgan | Address 806 Georgina Ave Santa Ana CA 90402 | Email morgan@carrot.net |

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

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The 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

C-2 Services will be provided in accordance with the Scope of Work attached as “Exhibit A”.

C-3 Deliverables/Schedule/Fees

- (a) The Company shall provide the following Deliverables in accordance the Scope of Work attached as “Exhibit A.”
- (a) The City will pay the amounts set forth in the Scope of Work attached as “Exhibit A”.

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”.
- (b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

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

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

D-3 Invoices [CAO-9/2020]

- (a) The Company will submit a timely detailed invoice to the City monthly, for work performed to date. Each invoice shall contain the following information:
 - (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the services performed and/or the deliverables provided; 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 D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice
- (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-3/31/22]

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 Holidays/Weekends [CAO-01/20/16] R

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

Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions**E-1 Legal Notice [CAO-4/2020]**

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

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|---------------|--|
| 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]

Company uses proprietary tools for the creation of deliverables. These proprietary tools are used for other clients. 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-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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

Signature Date

Printed Name

Title

ATTEST:

Dr. LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
John S. Ridilla 9/28/2024 | 7:46 AM PDT
B4B55ADEFB494B5...
Deputy City Attorney Date

John S. Ridilla

Printed Name

CARROT

DocuSigned by:
Jaison Morgan 9/28/2024 | 11:00 AM CDT
B409A102816A448...
Signature Date

Jaison Morgan

Printed Name

CEO

Title

EXHIBIT A - SCOPE OF WORK

I. GENERAL

A. Project Description and Background

Background

- i. **Company will deliver fair, open, and transparent opportunities for program applicants.** The target audience will have access to the basic information required to determine their level of commitment to each program at launch. Company compels stronger participation by offering detailed explanations of application requirements, how those efforts are judged, by whom, and any process for ranking submissions. By offering specific descriptions of the requirements (and the implied cost to participants), Company attract more robust content and better overall outcomes, including participation from many who would not respond to more traditional solicitations.
- ii. **Company will deliver value, even for those who participate but don't win.** While competition is an important aspect of Company's approach, Company believes that collaboration is equally valuable. Company will focus attention on benefits to every participating company and build a community of practice, as a constructive force in driving intended outcomes. Company will provide tools to enable and promote collaboration and exchange. Perhaps the most important finding has been the degree to which registrants are eager to share their data. Over the past fourteen years, Company has specifically invested in tools which enable that exchange.
- iii. **Company will staff each program with expert practitioners and train the City's team to succeed.** Company's staff offers diverse experience in program design, development, and management. While the size of the prize matters, Company offers a seasoned track record tailoring programs to specific outcomes and understand the infrastructure, management, and support necessary to succeed. Company's services include ongoing consultation from a team of dedicated leaders. Company has a record of working closely with subject matter experts from a wide range of disciplines and look forward to working with City staff and colleagues, as Company designs the process that is best suited to realize the City's goals.

Project Description

The City of Las Vegas is home to public and private institutions that focus on the medical field and is positioned for growth as a hub for biotech and life sciences/health innovation. To meet the rising demands for locating businesses and institutions to support this sector, the City of Las Vegas and its partners are investing in infrastructure to attract new talent and development. Specifically for this challenge, the City is looking for new opportunities and partners to develop and operate a biosciences incubator lab.

B. Project Location

The biosciences incubator lab must be located in the City of Las Vegas Redevelopment Area 1 or 2.

Company will use all of their own equipment and is responsible for their own travel expenses.

C. Project Timeline:

Start date: November 1, 2024

Estimated Completion date: December 31, 2026

II. SERVICES TO BE PROVIDED

Company will create and facilitate a solicitation for the City of Las Vegas to build and operate a biosciences incubator lab in the City of Las Vegas Redevelopment Area 1 or 2. The City will have final authority of what goes into the solicitation. At the conclusion of the competition, the judges will recommend an awardee. The final design and awardee will be subject to approval by the Las Vegas Redevelopment Agency or the Las Vegas City Council. If approved, the awardee will then enter into an agreement with the Las Vegas Redevelopment Agency with an amount to be determined.

A. Description of Services

- i. Program Design.** Company will present specific program models, based on the City's explanation of interests, and describe the associated risks and rewards in each category, allowing the City to choose the type of process that meets the City's needs. Then, Company outlines a range of incentive structures, submission and assessment process(es), marketing and outreach strategies, and detailed legal terms and conditions that fit within the City's resource constraints and/or risk profile.
- ii. Website Design/Development and Platform Customization.** Company designs and develops a website for each program, to showcase the City's branded initiative(s), in order to reveal all of the requirements to participants. For each engagement, Company delivers configurable back-end software platform with features to enable registration, facilitate submissions, allow communication between registrants, and support the judging and reporting process(es).
- iii. Management of the Competition.** After the City's launch, Company fields a team to provide and analyze metrics of participation and performance, to fine-tune each phase by tracking the necessary data and responding to participant needs, while training and supporting judges and providing on-going consulting services based on Company's experience managing the process.
- iv. Outreach and Engagement.** Company's team will provide technical assistance to the participants, including training webinars and direct support to judges, program administrators, and other key partners. In addition, Company's team will develop a profile of the ideal participants and will support targeted outreach and engagement to those audiences. Different strategies are available, either to deliver a wide breadth of participation or to activate a deep and narrow set of targeted registrants – Company will deliver a strategy that is specific to the City's program.
- v. Publication of Results.** Company's team will provide both on-demand access to data during the program, through pre-formatted reports (real-time registration tracking, access to a dashboard of participant progress metrics) and during weekly and/or bi-weekly calls, to provide analysis of that data. Company can also publish a customized search engine of the submissions, to ensure that the City's leadership and partners maintain access to the full range of proposals. That search engine can be made available to the public or to specific audiences, if requested.
- vi. Additional Services.** Company is pleased to offer a suite of additional services, which may be tailored to meet any specific other needs. The following examples are exclusions from the proposed scope of work (starting with the description, Phase One, below) but remain available to the City of Las Vegas. Please note that any one or more of these Additional Services can be described in greater detail, but some of them will require feedback or input from the City of Las Vegas.
 - a. Additional Paid Media/Marketing:** If the City of Las Vegas chooses to direct Company to utilize additional media, such as local radio spots, billboard advertising, meet-and-greet events, then Company will invoice for those services on a cost-plus basis.
 - b. Design/Development of Artifacts and Other Graphic Assets:** If the City of Las Vegas would like for Company to design, develop, and produce any physical artifacts, such as a medallion, trophy, certificate, or other memorabilia, Company will invoice for those services on a cost-plus basis.
 - c. Specialized Reporting and/or Development and Distribution of Customized Report(s):** If the City of Las Vegas would like for Company to design, develop, and produce any customized report(s), such as any comprehensive Briefing Books for City Council members and/or any partners, then Company will invoice for those services on a cost-plus basis.
 - d. Participant Coaching and/or Support:** If the City of Las Vegas plans to host any events, to include any presentations from any Finalists, then Company is prepared to offer services coaching and managing those presenters. Company can propose and invoice any specific fees for those Additional Services, once the City of Las Vegas can provide additional details, such as the number of teams/individuals requiring coaching or management, the location(s) and date(s) of any such event(s), and the intended outcome and audience of any such presentations.

III. DELIVERABLES/MILESTONES/FEES

A. Proposed Total Fixed Cost

| | |
|---|----------------|
| Baseline Fees (to design/develop/manage the Program) | \$175,000 |
| Customized Outreach and Engagement (implement the City's approved strategy) | \$80,000 |
| Additional services if requested by the Redevelopment Agency | up to \$45,000 |

TOTAL FEE: **Not to exceed \$300,000**

B. Milestone deliverables

i. Phase One – Program Design

- Scoping Report – February 28, 2025
- Pricing Study – March 31, 2025
- Outreach and Engagement Plan – April 30, 2025

ii. Phase Two – Platform Design/Development and Customization

- Brand Development Finalization – May 31, 2025
- Website Launch – June 30, 2025

iii. Project Management

- Outreach & Engagement/Close of Competition – September 30, 2025
- Selection and Award – October 31, 2025

The Company will submit a detailed proposed timeline with all relevant milestone deliverable dates to the City for approval. Dates can be changed upon mutual agreement of the City and Company.

a. Program Design (Phase One)

The Company team follows a *standard research protocol* when designing the City's program. The process starts at a **kick-off meeting** with the City's partners (or designees), at a location of the City's choice, where Company gather additional details about the intent and any overarching goals. Within five business days or less of the kick-off meeting, Company will provide a *Program Charter* that outlines a customized series of reports and a detailed schedule of other deliverables, including a refined project plan. The order of reporting builds so that as relevant issues are addressed subsequent questions are raised, culminating in written materials upon which each program is designed. The Program Charter is the guide to mapping those deliverables.

While the type and number of reports vary, a typical set includes the following:

1. **Strawman Report:** The City may choose to engage Company either to develop a basic concept that has already been pre-selected and/or for Company to propose multiple programmatic concepts, either following the City's themes or by exploring new opportunities. This strawman exercise allows the City to participate in a creative process, whereby Company will research and explore ideas that either emerge from the kick-off meeting and/or other convenings. This report may include an iterative process, so that you may engage Company leadership in refining options. The process ends when you select one or more concepts for scoping.
2. **Scoping Report:** This report documents the discussion and the decisions of the team that were made during the kick-off meeting and further clarifies the specific goals of the program and its intended outcomes. Company will scope one or more concept(s) that emerges from the strawman exercise. Company will develop a detailed timeline with explanation of each proposed phase to ensure that the breadth and duration of the program aligns with the City's needs. Further, Company will identify tactics to distinguish the City's selected program from others.
3. **Pricing Study:** This report recommends award amount(s) and non-monetary incentives. Company considers the likely burden placed on competing individuals or teams and set the award(s) accordingly. Incentives can

include non-financial options, such as Finalists or Grantees receiving specific recognition, capacity building opportunities, or access to other funders. In this case, Company can incorporate a detailed description of the existing incentives for those businesses to (re)located to Southern Nevada and/or any land grants or associated needs.

4. **Application:** This report includes the submission requirements that each company must complete. A typical application may include sections, such as About Your Company, Your Company's Needs, How Your Company Will Strengthen the Southern Nevada Economy, Your Project Plan and Budget for (Re)Location, Your Video Pitch, etc. Participants will be asked to complete multiple questions within each section using an interactive format.
5. **Scoring Rubric:** The report describes the four criteria that are equally weighted across each five-point Likert scale. For each trait, Company will develop a prompt, sub-scoring range definitions, and anchor terms (sample at <https://www.communitiesthrivechallenge.org/#scoring>) to generate scores and comments using Company's normalization algorithm (sample provided at <https://www.futureofdatachallenge.org/fairness.html>).
6. **Outreach and Engagement Plan:** This report complements other research efforts by identifying likely participants/companies and a plan for reaching them. Company will deliver a detailed set of outreach recommendations to maximize potential for success to engage audiences.
7. **Legal and Governance:** This document details the legal Terms and Conditions that each participant must accept before registering, the Rules, and the Privacy Policy for the website. Company will work with the City to ensure that all legal requirements binding participants are developed to address any of the City's liabilities and other concerns.
8. **Branding Deliverables:** Company's creative team works with the City's internal brand and communications teams (if available) to create a look and feel for the website that will appeal to the target audience. The process to brand the program involves the creation of the following deliverables:
 - The BRAND DISCOVERY QUESTIONNAIRE explores the colors, themes, visual styles, and other elements that appeal to the City's team. Company also work with the City to understand how the brand(s) and any partner identities are to be represented on the website.
 - During LOGO DESIGN and selection, Company offers several options to choose from.
 - The SITE MAP AND HOME PAGE WIREFRAME represent the type and amount of content that will be displayed on the website. It also depicts the key elements of the Home Page.
 - The HOME PAGE DESIGN MOCKUP reflects the design direction and imagery that will appeal to participants. The look and feel of all interior pages will flow from the Home Page design.

b. Platform Design/Development and Customization (Phase Two)

The second phase of the engagement begins with building and configuring Company's software platform, to deliver the necessary infrastructure to support an active brand, ensure unique user experiences, and to reveal the requirements to participate across a broad range of the target audience.

1. **Brand Development**
Company's Chief Creative Officer and his team will work with the City to develop the program brand. If the City already has established a brand, then Company will use it to develop graphic treatments that represent a look/feel for the website. Once Company has established a name, house mark or logo, URL, and wireframe, Company will begin developing other assets to ensure that the program is integrated into marketing and communications.
2. **Website Development**
Company to create websites that mirror the look/feel or user experience of any approved branding. Those websites are unlike other general PR or communication assets, in that they serve a more specific purpose. Because they are highly functional, Company's team must build webpages that offer specific calls to action and/or other functionality to communicate deadlines, application requirements, updates, etc. Consistently, Company websites attract deep levels of engagement, averaging more time spent during online session (often

5-10x a typical website). This will provide the City with an opportunity to embed important messaging, which leads to greater brand or cause activation, increases a public understanding of the issues, and establishes a broader use of the standard of performance, setting expectations for what constitutes success.

3. **Back-end Systems Development and Configuration**

Once website design is underway, Company will begin configuring the back-end platform. Each program includes specific functionality to support the City's operational needs. Therefore, it is critical that once a user has registered, the same clean and friendly interface must work on the back-end of the platform, to enable submissions, understand the assessment protocols, and access the measure of their performance from scores and comments provided by judges. As Company is designing the program, Company will raise strategic considerations, based on software features available through the platform.

Company to provide the City with access to see the community of registrants through on-demand reporting and/or by witnessing those communications unfold (in real time), as participants emerge, as discussion forums produce conversations about the intended outcomes, and as those activities expand when key deadlines approach.

Unlike other service providers, Company to ensure that the City's owns the most important asset, a community of businesses who are offering their own time and resources to address the challenge(s). That community represents a unique opportunity to tap back into the network of teams, committed to exceeding expectations, and that community will participate through online surveys, meet-and-greet engagements (either in-person or virtually), and direct exchange on the platform.

Company's platform features include:

- Responsive design techniques, so that each experience adapts successfully based upon the device accessing the platform, techniques control for desktop, tablet, and/or other mobile requirements.
- User registration processes are available with data input, "forgot my password," error and confirmation screens, to ensure a robust online registration experience.
- Federated login procedures are available.
- Users can create, manage, and share comments and discussions within moderated forums.
- Judges can review and rate content assigned to them, to arbitrate the quality of a submission, through an in-site process of downloading content, utilizing trait scoring rubrics, and entering a graded review with numeric values and qualitative feedback.
- Company Administrators can track the progress of one or more participants, automate the assignment of submissions to judges, moderate progress across the registration, submission and judging processes, and engage with all participants.
- Administrators can generate standard and customized reports, related to the specific progress of each program and participant user types (registrants/judges/et al.)
- Google Analytics are integrated.

c. **Program Management (Phase Three)**

During the program, Company's team provides administrative support to the City, including the training of judges. Dedicated staff will police discussion forums, answering questions and reporting activities back to you. Company's leadership team continues to participate in regular calls to provide sophisticated analysis of program metrics, based on their experience managing other/similar initiatives.

During each phase of the program, Company tracks progress using on-demand charts and reports built into the platform, as well as customized reports containing time-sensitive data. Reported statistics and other data cover topics like participant registration levels, rates of completion for applicants, and during judging Company will track progress towards the completion of any necessary reviews or validation protocols.

The following paragraphs describe the lifecycle:

1. **Outreach & Engagement.** During Outreach & Engagement, the focus is on making targeted communities aware of the program. Depending on the program, outreach can take a number of forms from electronic communication to direct calling campaigns. The focus is on reaching potential participants who have the skills and interest to submit an application. This targeted approach allows Company to help direct efforts and offer or analyze “yields” against outreach efforts.
2. **Competition Period (Pre-Registration Deadline).** Prior to the registration deadline, the focus switches to ensuring that qualified candidates have registered and are satisfactorily working towards the completion of any submission requirements. Company works with the City to set target registration goals and guide the outreach strategy that will ensure that those targets are met. Understanding the final number of registrants also helps calibrate the number of reviews required. If a higher number of registration(s) is attained than anticipated, Company will ensure sufficient time remains to recruit additional reviewers, if necessary.
3. **Competition Period (Post-Registration Deadline).** During this period, the focus turns to the conversion of registrations to participants, who actually will meet the City's requirements. Direct communication with registrants increases and discussion forum activity rises, as questions are posted and answered. Surveys may inform whether projected conversion targets are realistic or that data is available to address any potential projected shortfalls.
4. **Administrative Review.** During this phase, Company ensures that submissions meet eligibility requirements prior to distributing them to judges for scoring.
5. **Judging Period.** In addition to training judges to conduct their assessments, Company maintains customer service communications and a ticketing system for tracking request so that Company can answer any questions. Company also track the completion of any scoring processes so submissions can be reassigned to other judges, if necessary. The judging period may include multiple rounds of assessment from different categories of judges (including potential peer-to-peer reviews).
6. **Planning, Selection, & Award.** Once Company establishes the final body of judges, Company provides support for developing materials and/or will facilitate specific meetings for those judges.

Company follows a standard project management methodology and regularly reports the status of each program. Company's team hosts status calls on a weekly or bi-weekly basis, depending on the stage of each program. Company excels at providing outstanding customer service and responding to inquiries promptly via both e-mail and phone. Company actively manage issues and communicate the status of their resolution to you. Company also actively manage risks and create mitigation strategies, as appropriate.

Outreach and Engagement

The effort to publicize the City's program begins long before launch. The Company team works with the City to understand the City's outreach goals. To reach potential participants, Company researches and carefully crafts an *Outreach and Engagement Plan* that identifies the necessary strategy for each audience (as part of the Phase One scope of work).

Typical activities associated with outreach and engagement include:

- Target communities within available networks and build new communities, as needed.
- Develop critical messaging and collateral/marketing materials.
- Oversee media engagement.

The goals for this campaign are based upon an approved plan that Company will write as part of the baseline services. Company will work with the City of Las Vegas and any partner(s) to profile a participant pool, and Company will utilize a mix of social media advertising (all paid ads are included in this budget) and individual outreach efforts. The success of the campaign is measured by an assessment of the registered organizations who enroll on Company's platform and not on broad-based media metrics (clicks & eyeballs).

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity

Name: The Common Pool, LLC (d/b/a Carrot)

Address: 806 Georgina Avenue

City / ST / Zip: Santa Monica CA 90402

Telephone: 310-266-6226

EIN or DUNS : 27-2177673

Block 2: Description / Subject Matter of Contract

Services for: Consulting Services for RDA

Project Number: 250046-TF

Block 3: Type of Business

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)**Block 4: Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|----|--------------------|--|----------------|
| 1 | Jaison Morgan, CEO | 806 Georgina Avenue, Santa Monica, CA 90402 | 310-266-6226 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

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

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: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

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


Signature
9/26/2024
Date

Subscribed and sworn to before me this _____ day of _____, 20____

See Attached Certificate

Notary Signature

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

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

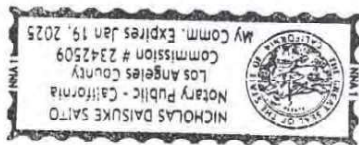
on this 26th day of September, 2024,
 by _____ Date _____ Month _____ Year _____

(1) Junison Coleman Morgan

(and (2) _____),
 Name(s) of Signer(s)

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

Signature _____
 Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consultant SVCS for Redevelopment Agency

Document Date: N/A Number of Pages: 21

Signer(s) Other Than Named Above: N/A