

**PROFESSIONAL SERVICES CONTRACT**  
**240007-JH, CITY OF LAS VEGAS 2050 MASTER PLAN – CHARLESTON AREA**

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 Happy Cities Studio Inc., (hereinafter the “Company”), a Canadian corporation organized and existing under the laws of the province of British Columbia, having its principal office at 312 Main Street, Vancouver, BC V6A 2T2.

**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)	<b>Contract Synopsis</b> The legally binding Scope of Work is more fully defined in Section C	Develop, envision, and implement the City of Las Vegas 2050 Master Plan – Charleston Area, as part of implementation of the 2050 Master Plan. Company will guide development and concepts within and consistent with the 2050 Master Plan with specific detail for land use and community development, the environment, economy and education, and public infrastructure and services.		
	<b>Performance Dates</b> The Performance Period is more fully defined in Section A-2	<b>Award Date</b> See first paragraph	<b>Expiration Date</b> June 30, 2025	<b>Extension Option</b> <b>1 – Year</b> No cost extension, at the sole option of the City
	<b>Contract Type</b> As defined in Section B-1	The contract type is Fixed Fee Contract		
	<b>Contract Amount</b> This Not-to-Exceed Amount is subject to Section C-2	Basic Services <b><u>\$181,590 US Dollars</u></b>  Additional Services <b><u>\$18,410 US Dollars</u></b>  Total Contracted Amount Available: <b><u>\$200,000 US Dollars</u></b>		

(b)	<b>Contract Exhibits / Attachments</b> The following documents are hereby incorporated into this Contract
	Exhibit A – SCOPE OF WORK Exhibit B – FEES/PAYMENT SCHEDULE Exhibit C – ADDITIONAL COMPENSATION Attachment 1 - Certificate of Disclosure

(c)	<b>City Project Manager</b> Per Section D-4, (a)	<b>Name</b> Marco Velotta	<b>Phone</b> 702-229-4173	<b>Email</b> <a href="mailto:mvelotta@LasVegasNevada.GOV">mvelotta@LasVegasNevada.GOV</a>
	<b>Company Representative</b> Per Section D-4, (b)	<b>Name</b> Houssam Elokda	<b>Phone</b> +1-236-335-3555	<b>Email</b> <a href="mailto:houssam@happycities.com">houssam@happycities.com</a>

(d) <b>City Legal Notice Representative</b> per Section E-1			
<b>Company Legal Notice Representative</b> Per Section E-1	<b>Name &amp; Title</b> Houssam Elokda, Director & Managing Principal	<b>Address</b> 1266 Wright Avenue, Halifax, NS, B3J 1C7	<b>Email</b> <a href="mailto:houssam@happycities.com">houssam@happycities.com</a>

**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 extend 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 extension. 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 or extension option, 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**

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

**C-2 Contract Amount / Deliverables/Schedule/Fees**

- (a) The Contract Amount shall not exceed **\$200,000** including Basic Service for all plans and Additional Services.
- (b) **Basic Services.** For the services to be performed by the Company under this Contract and set forth in the Scope of Services, the City agrees to pay the Company the fee in the amount of **\$159,590 for Basic Services as detailed in Exhibit B - Fees/Payment Schedule.**
- (c) **Additional Services.** For any services not set forth in the Scope of Services, the Company shall receive prior written approval for additional services. Upon receiving written approval by City’s Representative, the City shall pay up to the Not-to-Exceed amount of **\$40,410 for Additional Services as detailed in Exhibit C – Additional Compensation.**
- (d) **Compensation: Reimbursable Expenses.** The Company agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation. The Company further agrees that all of its direct and indirect

expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

## 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, except as may be specifically approved in advance by the City and allowed pursuant to Exhibit C – Additional Compensation.

### 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 thirty (30) days upon completion of Deliverables, in accordance with Section C-2, "Contract Amount/Deliverables/Schedule/Fees". 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, 4<sup>th</sup> 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-03/31/2022]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.

- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail “return receipt requested”.
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best’s Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, “Event of Default”, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City 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:

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: <a href="mailto:purchasing@lasvegasnevada.gov">purchasing@lasvegasnevada.gov</a>
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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]**

**Claims Not Based Upon or Arising out of Professional Services.** Notwithstanding any of the insurance requirements set forth in Section D-5 Insurance, and not in lieu thereof, the Company shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Company, its employees, subcontractors, agents, or anyone employed by the Company's subcontractors or agents (herein the "Company Parties"), which are not based upon or arising out of the professional services performed by the Company Parties in the performance of this Contract.

As part of its obligation hereunder, the Company shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Company, its employees, subcontractors, or agents, for and against which the Company is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Company of its obligation of indemnification set forth herein. If the Company or the Company's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Company is adjudicated by the trier of fact to be liable, the Company agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Company.

**Claims Based Upon or Arising out of Professional Services.** Notwithstanding any of the insurance requirements set forth in Section D-5 Insurance, and not in lieu thereof, the Company shall indemnify and hold the Indemnities, harmless

from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the “Professional Liability Claims”) to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Company Parties, which are based upon or arising out of the professional services performed by the Company Parties in the performance of this Contract.

If the Company Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney’s fees and costs to be paid by the Company to the City, as reimbursement for the attorney’s fees and costs incurred by the City in defending the Professional Liability Claims, in an amount proportionate to the liability of the Company.

#### **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-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**

**COMPANY**

\_\_\_\_\_  
Signature Date

DocuSigned by:  
*Houssam Elokda* 12/5/2023 | 3:37 PM PST  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

Houssam Elokda  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Managing Principal and Director  
\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
LuAnn D. Holmes, MMC Date  
City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
*Carmen Gilbert* 12/5/2023 | 3:34 PM PST  
\_\_\_\_\_  
8862965F49B8449...  
Deputy City Attorney Date

Carmen Gilbert  
\_\_\_\_\_  
Printed Name

## **EXHIBIT A - SCOPE OF WORK**

### **1.1 Project Overview:**

**1.1.1** Company will develop, envision, and implement the City of Las Vegas 2050 Master Plan – Charleston Area, as part of implementation of the 2050 Master Plan. Company will guide development and concepts within and consistent with the 2050 Master Plan with specific detail for land use and community development, the environment, economy and education, and public infrastructure and services.

### **1.2 Collaboration**

#### **1.2.1 Bi-weekly meeting schedule and City Working Group**

I. As described in the Methodology section, Company will work closely with the CLV team to coordinate and communicate. To ensure clear communication and close coordination with the client throughout the project, Company will conduct bi-weekly coordination meetings to provide progress updates. Company also propose to set up a City Working Group. At project initiation, we will set up these meeting schedules for regular check-ins across the team. As previously described, these meetings provide an opportunity to review developments in the project, raise any questions that require client input, and address any issues that may have arisen. These routine meetings can occur digitally for ease of scheduling. Happy Cities will be responsible for coordinating and managing these meetings. Project Lead - Houssam Elokda will serve as the main point of contact for CLV. Additional meeting times, including collaborative working sessions and deliverable- specific meetings will be scheduled as needed in each phase of work (at times, in place of regular bi-weekly meetings).

#### **1.2.2 Clear project roles, timeline, and work plan**

II. Company understands that budget and timeline are critical to project success. Company's rigorous measures allow it to deliver Company projects on budget and on time. At project kick off, Company will establish strong communication channels, clear roles, and a workback that aligns with project timeline and budget. Each timeline is assessed with Company's internal Time Forecasting tool, where each team member's project time is maintained for the following three months. As a result of high standards of excellence, Company projects are delivered on time and within budget.

III. Client satisfaction is fundamental to Happy Cities' work. Company recognizes that meeting client requirements and completing projects and assignments on time and budget is critical. Company use workback plans and templates for repeatable activities, such as pop-ups, workshops, and background document reviews. These tools enable the Company's team to be able to deliver project activities with consistency, under tight timelines, and in a cost-effective manner.

#### **1.2.3 Communications coordination**

I. Company will invite representatives from the City's Office of Communications and the Ward 1 Council office to either attend relevant biweekly project check-in meetings or review asynchronously all communications and project outreach materials, plans, and approaches. Company will build in review time to the Company's project work plan to ensure City staff have time to review all public-facing materials prior to beginning public outreach.

II. Quality assurance - The Company's multidisciplinary nature also means that the Company assesses each project from a number of perspectives to identify unforeseen challenges and highlight new opportunities. This strength is augmented by the diversity of the Company team, which ensures that the Company approaches are assessed by people with different lived and professional experiences, some of which may be shared by communities Company serve.

III. Internal quality assurance practices also ensure a project fulfills Happy Cities' core values: impact, practical solutions, equity & inclusion, social connection, interdisciplinary excellence, and sustainability.

#### **1.2.4 Coordination between Plans**

- I. **Close Alignment with Las Vegas 2050 Master Plan:** Company proposed work plan is closely aligned with the structure and goals of the CLV 2050 Master Plan. The Charleston Special Area Plan must abide by and implement the principles, strategies and outcomes identified in the CLV 2050 Master Plan. The Company will ensure coordination between plans by:
  - a. Maintaining consistency among guiding principles, goals, and outcomes.
  - b. Achieving the outcomes of CLV 2050 Master Plan.
  - c. Using the structure of the CLV 2050 Master Plan to guide the structure of the Charleston Area Plan.
  - d. Transparency with the public on what is and what is not on the table
- II. It is crucial to be transparent with the public that revisiting issues addressed in the CLV 2050 Master Plan is not on the table. That means that residents must advise on how to apply the CLV 2050 master Plan outcomes and actions in the Charleston context, not whether to apply them. Company will ensure this is clear in Company communication messages and engagement materials.
- III. The Company shall follow the template used by the City of Las Vegas and developed for other special area plans as part of the 2050 Master Plan.

### 1.3 Alignment with other planning and policy efforts

- I. This project is not happening in a vacuum. There are ongoing efforts in and around Charleston that affect this project at a local and regional scale. Company will ensure this project works within these contexts and does not repeat or hinder efforts being done elsewhere. Company will do that by establishing a City Working Group and doing thorough background review of existing policies, as outlined in Company work plan. Similarly, Company will engage local stakeholders (identified through Company stakeholder scoping and power mapping exercise) to ensure that the Charleston Area Plan achieves support and buy-in from key partners. This will ensure Company work fits in the existing ecosystem of policy, planning, and development in Charleston and Las Vegas.
- II. The Company shall participate in applicable and coordinated TOD corridor work related to the Regional Transportation Commission's RAISE grant and, if awarded, the 2023-24 TOD Planning Grant for the Charleston Blvd corridor

### 1.4 Assumptions

- I. Spanish translation: Many community members speak Spanish. Spanish communications will be crucial to reaching this demographic and gaining a full understanding of community needs. The Company team offers planners and engagement specialists who are fluent in Spanish, which will be essential in community engagement and in reviewing any Spanish materials relevant to this project. However, the Company team will only submit deliverables in English Language and thus translation of deliverables is assumed to be the responsibility of the City. Company will incorporate Spanish translated text into the deliverables.
- II. A mix of online and in-person engagement: The Company is experienced in providing a mix of in-person and online activities. Many engagement activities (such as pop-ups) will be in-person. To be efficient, Company will plan these activities to take place within condensed timeframes to minimize travel costs and GHG impacts of Company work. Further, Company assume that City Working Groups, internal project team meetings with CLV staff, , select workshops, and other meetings with the Ward 1 Office, stakeholders and others will mostly be happening online unless Company coordinate it with one of Company planned trips

### 2.1 Three engagement trips

- I. Company plans and has budgeted for three week-long trips to Las Vegas for Company team members. These will likely happen during: Round 1 Engagement, Round 3 Engagement, and Final presentations. Round 2 Engagement is expected to be managed fully online.
- II. **City to provide relevant licenses and spaces for engagement**

Company will require the support of CLV staff to provide relevant approvals, licenses, and permissions for Company team to set up Company engagement activities. These will require support and staff time from the

CLV project team. Support in coordination with key stakeholders Company have proposed methods of coordination with other CLV departments and stakeholders in Company work plan, such as the City Working Group. However, there are elements Company rely on the City staff to support us with such as:

- Connecting with Ward 1 Office to provide local context on community engagement
- Establishment of a Citizen Advisory Group within the Charleston Area.
- Support in coordination with that group will be needed from CLV staff.
- Support in identifying and connecting with property owners will be required from CLV staff.

### 3. TASKS

#### 3.1 Phase 1: Project Startup

- 3.1.1 After an initial kick-off meeting with staff, Company's first step will be to conduct a full wellbeing analysis of the area, including Company proprietary wellbeing audit that tracks 80+ urban metrics to measure urban wellbeing. This analysis will also take account of the area's history, context, transportation, and climate conditions. Company will review relevant policies identified by staff. Company will further establish a project charter, with clear goals, timelines and responsibilities.
- 3.1.2 In this phase, Company set the project up for success and ensure Company have clear communication channels with the City of Las Vegas (CLV) project team as well as clear understanding of project goals and outcomes. Here is a detailed task list of what Company will do:

#### 3.2 Kick off meeting

- 3.2.1 Company will hold a Project Kick-Off Meeting with all relevant staff and project partners. At this meeting, Company will establish a "blueprint" for the seamless and efficient collaboration between the CLV team and the project team. Company will clarify the scope and goals of the project, refine the work schedule, establish protocols for communication, and determine review periods. Much of this initial meeting will be focused on a facilitated discussion around hopes, concerns and "must haves" to understand the critical success factors for the project.
- 3.2.2 Company will also discuss project goals and outcomes in relation to the CLV 2050 Master Plan to ensure Company are not deviating from the work already done. With this information Company will develop a project charter that identifies:
- Project background
  - Defined scope
  - Key stakeholders and engagement goals
  - Project timeline
  - Roles and responsibilities
  - Internal meeting schedules and reporting

**3.2.3 Deliverables:** Meeting agenda; meeting minutes; project charter; timeline, project goals and key outcomes.

#### 3.3 Regular meetings and coordination

- 3.3.1 Given the scope of this work and the number of key players involved, regular reporting and clear communication between Company team's Project Lead and CLV's Project Manager will be essential to the success of this study. In addition to the Phase Deliverables and task deliverables listed below, Company recommend setting regular (bi-weekly, or monthly) chek-in meetings to coordinate and report on progress updates. These meetings will be kept brief and efficient, with the primary goal of sharing pertinent updates and proactively addressing priority challenges that require group discussion.
- 3.3.2 Deliverables: Meeting agenda and minutes.

(Happy Cities will prepare and deliver agenda and minutes for regular meetings throughout the course of this project, unless otherwise requested by CLV).

### 3.4 CLV staff working group

Given that a special area plan crosses many jurisdictional boundaries, even amongst CLV staff. Company recommend that Company work with the CLV project team to establish a staff working group that comprises the Ward 1 Council office and the key departments who will be crucial to the success of this project. This may include engineering departments, infrastructure, or even state representatives if there are jurisdictional areas that overlap with them. This ensures that this project has buy-in throughout the process and that Company are building a collaborative project together. This working group may meet once every two or three months to provide meaningful input to the project and be involved as the project develops.

### 3.5 Baseline and background analysis

Company will conduct comprehensive research on the site's current state and explore relevant work the CLV has done in relation to this plan.

Policy and document review: Company will also conduct a thorough analysis of applicable policies that will guide plan development. This review will enable us to craft the Master Plan appropriately for the local policy ecosystem.

Documents to review include:

- City of Las Vegas 2050 Master Plan
  - 2050 General Map
  - Charleston Master Plan Area Zoning Map
  - Charleston Master Plan Area Land Use
  - City of Las Vegas City Wide Historic Preservation Map
- Unified Development Code of the City of Las Vegas (LVMC Title 19)
- AXIOS Nevada – Charleston High Capacity Transit project (ENA)
- Plans and studies of other applicable state or local agencies (NDOT, RTC, SNWA, etc):
  - RTC Studies and Reports (Current/Recent: Housing, Extreme Heat, Walkability, etc)
  - RTC OnBoard
  - SNWA Conservation Plan
  - NDOT Project NEON Future phases and I-15 Central future projects

Wellbeing audit and GIS analysis: Happy Cities has developed a proprietary community wellbeing audit tool that measures 80+ metrics of urban wellbeing. This audit gives us a clearer picture of where Charleston is today and what key challenges Company must address in this plan. Company will identify current strengths, challenges and opportunities in an internal report. Company will provide relevant maps and data that may be used in the final plan document. Company gather available data from staff and from available data sources to capture things like:

- Density distribution
- Access to parks
- Pedestrian network
- Walkability
- Access to transit and services
- Intersection density
- Mobility data (including crash data, etc.)
- Equity metrics (population access, etc.)

Inventory analysis: Company will also inventory Charleston's current assets. This inventory will provide a clear picture of current urban form, and the information necessary to plan future development.

This analysis may include:

- Key employment areas, schools, and other key destinations in Charleston
- Heritage sites or sites of cultural significance
- Transportation corridors and transit routes
- Active Transportation networks and trails

**Deliverables:** Wellbeing audit, inventory and research report. Internal, simple format, text-based. Report will include only necessary graphics and maps to convey material. Company will further refine any material that will be used for the final plan.

## Phase 2: Public Outreach Strategy

Overview:

A plan is only as good as the buy-in of relevant stakeholders. Company will work with CLV staff and the Ward 1 Council Office to identify key stakeholders and develop an outreach strategy, including engagement, branding and communications. In this way, Company will establish a clear engagement strategy to co-develop the master plan with the general public and key stakeholders.

In this phase, Company will identify a comprehensive, inclusive public outreach strategy that includes engagement activities, events, branding, and communications.

### 2.1 Develop Public Outreach Plan

Based on the information gathered in Project Kickoff, Company will draft a public outreach strategy and a plan to deliver Company engagement goals.

This effort will include:

**A: Stakeholder Scoping + Power Mapping Analysis:** Company team will work with the client team to comprehensively identify people and organizations who may be affected by the project, including existing residents, the business community, local organizations, the client, the design team, CLV staff, state government representatives, and more.

Following stakeholder scoping, Company can conduct a power mapping exercise, a unique approach that identifies key stakeholders and assesses their levels of support and influence on the project. Equipped with this information, Company will tailor messaging for key groups, while ensuring all messaging aligns with the overarching aims and objectives of the project. In later project stages, this messaging will maintain consistency and help us to manage stakeholder expectations.

Company recognizes that vulnerable, marginalized, and racialized people and communities have traditionally faced barriers to meaningful engagement, and Company will focus on building trust and soliciting input from members of these communities in particular. During this exercise, Company will specifically work to identify community groups and leaders to engage in this process.

As with all of Company engagement work, Company will apply an equity lens to this process, ensuring that Company reach a broad range of people — not just the loudest voices or most established institutions. Company will focus on scoping services, agencies, and advocacy groups representing those with disabilities, youth, seniors, racialized people, and others who often face barriers in accessing and participating in civic engagement processes.

**B: Engagement strategy:** Building on the stakeholder scoping analysis, Company will prepare a comprehensive engagement strategy that will act as a guiding document throughout the project.

This strategy will identify anticipated project challenges, project messaging, and channels to reach residents, including in-person community events and digital channels, such as Facebook Groups and Nextdoor. The engagement strategy will identify:

- Engagement phases and timeline
- Activities and events for each phase
- Engagement questions and goals for each phase
- Methodology for inclusive engagement activities.

Further, Company anticipates our stakeholder list to include the following:

- A citizen advisory committee (Company understands that this is already set up by CLV staff as noted in the RFP and in the CLV 2050)
- Relevant CLV staff
- Ward Councilor office
- Major Charleston institutions, such as the school board.
- Large landowners and active developers in Charleston
- Community groups, with an emphasis on those that represent diverse voices

This strategy will be the foundation of Company outreach efforts and will ensure consistent, cohesive engagement to Company key stakeholders.

**Deliverables:** Draft engagement strategy and engagement program design

## 2.2. Develop Branding Package

Company will work with the CLV team to establish a branding document for the project. This branding effort will ensure a consistent visual identity for the project.

Branding working session: Company will conduct a working session with CLV staff to identify branding parameters for the project, to guide the creation of a branding package. In this working session Company will present and gather feedback from staff on:

- Project name
- Logo considerations
- Brand identity (color schemes, styles, etc.)
- Art work and collaboration with local artists

Collaborate with local artist: The plan development process itself can strengthen a sense of belonging by involving talented community members in the work. As part of Company process, Company propose to work with one or two local artists to help develop artwork and a logo for the project. Company team will identify, commission, and coordinate the efforts of these local artists. Company will work with them to develop digital artwork to be used in the final plan, but also in digital media and the project website.

Develop branding package: Company will incorporate feedback from staff and contributions from local artists to assemble a branding package that will include a logo, artwork, brand identity, and media materials.

**Deliverable:** Branding package

## 2.3. Develop Communications Plan

Company will develop a communications plan that will outline steps to achieve high visibility for the project. This may be a separate document or it may be an addendum to the public outreach strategy, as both these plans need to work together. Company will propose a communications methodology and refine it with the CLV team. Company will begin outlining the Communications Plan at the same time as Company prepare the branding package, to ensure that each aligns with the other.

A robust communications plan should outline strategies to:

- Reach people where they are at
- Reach people in a variety of ways
- Employ consistent, clear, engaging messaging
- Consistently provide project updates

Company communications toolbox includes many methods to reach people. These include:

- An informative project web page
- Social media posts and content plans
- Digital and social media advertising (e.g. Facebook, Instagram, online news media, etc.)
- Digital surveys
- Phone surveys

- Print posters with QR codes
- Mail-outs to local residents
- Educational videos
- Traditional media (e.g. radio, billboards, newspapers, etc.)

### **Phase 3: Visioning and Public Outreach**

#### **Overview:**

Company will conduct a collaborative visioning process that will identify the community's aspirations and vision for Charleston. Company will guide this exercise to complement the vision and principles identified in the CLV 2050 master plan, and to align with the previous visioning work that has been completed. The results will be a vision document for Charleston and What We Heard report. These will feed directly into Company plan development.

In this phase, Company will execute the public outreach plan and gather the input necessary to craft the Master Plan 2050 — Charleston Area vision and final plan. In this phase, Happy Cities will implement two rounds of engagement activities to hear from diverse and representative voices from across Las Vegas, including focused stakeholder engagement and broad public engagement in community settings. Company present below a preliminary approach, which will be refined with CLV staff after the project is awarded.

#### **3.1. City visioning workshop (digital session)**

Prior to beginning formal public engagement, Company will plan and facilitate a digital visioning session with City staff to identify initial directions for the City of Las Vegas 2050 Master Plan – Charleston Area. Company will invite select interdepartmental City staff to participate, including members of the CLV working group (established in step 1.3), Long-Range Planning Staff, Planning Commission, City Council (primarily Ward 1), and any other relevant City departments. Direction for the session will be prepared in advance, based on Company background research in Phase 1, and consider the existing vision of the 2050 Master Plan.

The workshop will use creative visual tools such as Mural (an online whiteboard platform for collaboration) and Zoom. The session will be around two hours long, and draw on Company interactive and engaging digital workshop offering (detailed in Company Engagement Toolbox). Happy Cities will guide participants through various activities, encouraging input and questions, and capturing the discussion visually. The workshop will inform engagement activities by exploring early direction for priorities in the Charleston Area Plan and vision. This includes input on a draft vision and guiding principles prior to public engagement.

This step will also allow us to learn from the deep local knowledge and expertise among key City staff. Ensuring alignment on project goals early on will help us build trust, support, and buy-in among different City departments and stakeholders—laying the foundation for future success and collaboration as the Plan is created, refined, and implemented.

Deliverables: Mural canvas digital output (including visioning session notes).

#### **3.2. Round 1 Engagement**

Round 1 Engagement focuses on establishing high-level community priorities for the future of Charleston. These insights will help us build a visioning document that is both informed and supported by residents. Company anticipate asking the public to provide input on items including:

- Vision
- Principles
- Goals
- 2050 Master Plan Outcomes

With each phase of engagement, Happy Cities will shape and support promotional efforts; prepare print and digital engagement materials; prepare creative interactive activities; and coordinate and host an array of events and activities. On the following page, Company outline the activities Company anticipate to use Engagement Round 1 to reach as many people as possible and meaningfully include them in the visioning process.

#### **A: Project announcement and website launch:**

Based on key messages from the engagement strategy, Happy Cities will prepare content for the project page to be hosted on the City's preferred engagement platform. To announce the project, Company will organize a digital media and communications blast to reach residents in a wide variety of ways, inform them of the project timeline and goals, and encourage participation in various engagement activities. The City will have the opportunity to review and share feedback on the survey and promotional materials. Company will coordinate with City staff to ensure Spanish translation of all materials. Communications materials are anticipated to include a combination of the following, in coordination with City staff:

- Social media posts from the City and Happy Cities
- Social media and/or news advertisements
- A media press release, announcing the project launch and ways for the public to participate, to generate publicity and earned media around the master planning process.
- Emails to City mailing lists and key stakeholder organizations
- Eye-catching print posters, distributed at key community locations and with QR codes linking to the project web page and survey

Optional add-ons at this stage (detailed in the engagement toolbox) include:

Creative video offering, produced by Uytae Lee, to generate excitement and promote the project in an accessible, fun manner.

**B: 4-5 tailored engagement activities:** The full range and number of engagement activities will be confirmed as the Public Outreach Plan is developed. However, Company anticipatse 4-5 of the following activities may be suitable for this first phase of engagement:

Digital survey: The launch of the project web page will coincide with the launch of the online public survey. Company will prepare a digital survey to understand community aspirations for Charleston. The survey will be promoted by email, on social media, and through the City's websites. To support widespread uptake of the survey, Company will prepare eye-catching social media material, tailored to the City's graphic styles and color palette, for the City to share.

- Stakeholder interviews
- Focus groups and/or workshops
- Pop-up events
- Additional innovative engagement activities, such as youth-focused engagement, resident-led walking/rolling tours, placemaking as engagement, or others.

Optional add-ons at this stage include:

A demographically representative phone survey, to complement the digital survey and reach residents who may not be active online

Please refer to the Engagement Toolbox (pages 10-11) for a detailed description of each activity.

**Deliverables:** Communications materials (print and digital); project web page content; survey questions; additional engagement activities

### 3.3. Draft What We Heard report

Immediately after each round of engagement, Happy Cities will analyze and synthesize feedback into a publicly accessible What We Heard Report. This concise and visual document will summarize promotional efforts, participation, demographics, and community priorities. Community priorities will be broken down into key themes to be explored in detail—for example, around housing, public spaces, parks, land use, transportation, employment, schools, safety, and more. After City feedback is provided, the report will be updated and finalized. The summary will combine infographics, photos, and written summaries of engagement outcomes. Happy Cities will present the short report in a way that is easily accessible to the public through common language and use of infographics, photos, stylized maps, and other creative visuals.

Deliverables: Draft What We Heard report PDF; graphics, photos, and other visuals; raw data and verbatim comments.

### 3.4 Draft Vision for Charleston

Company will develop a draft Vision document based on what Company heard in the City visioning session and Round 1 Engagement. This document will also outline potential growth scenarios that Company heard from people. It will offer ideas of different scenarios and tradeoffs for the future of Charleston on which Company will engage residents in Round 2.

**Deliverable:** Draft Vision

### 3.5 Round 2 Engagement: Scenarios and Tradeoffs

Mirroring the coordination and implementation tasks from the Round 1 Engagement, Happy Cities will conduct a second round of engagement, focused on gathering public feedback on the draft Vision for Charleston. Company anticipate Round 2 Engagement to consult the public on the following:

- Vision
- Scenarios
- Trade-offs

Company anticipate Round 2 will include similar activities to Round 1, with a heavier focus on digital engagement. Company will update the project website with necessary information to launch Round 2 engagement and direct people to an online survey. Company will also update the print and digital communications materials used in Round 1 Engagement (e.g. social media graphics, email content, advertisements, print posters, etc.) to promote Round 2 Engagement activities, in line with key project messaging established in the engagement plan.

In coordination with City staff, Company anticipate conducting a combination of activities such as:

- Two to three pop-up events, held in key community locations.
- Two online workshops with key stakeholders to discuss project parameters. Company anticipate these will be focused on key stakeholders such as community groups, institutional partners, and more.
- A public digital survey that will be widely disseminated, following Company communications plan and engagement strategy.

The insights from this round will help us finalize the visioning component of Company project, while also giving us key input for the development of the plan itself.

**Deliverables:** Communications materials (print and digital); project web page content; survey questions; additional engagement activities

### 3.6. Final Vision document and What we Heard report

Company will synthesize everything Company heard in the first two rounds of engagement and summarize it into a concise vision document for Charleston. The document will outline a vision, principles, goals, and outcomes for Charleston, considering community priorities, the City visioning session, and the existing 2050 Master Plan vision. The vision document will be internal at this stage, but Company anticipate it will be included in the final Charleston Area Plan. Company will also update the draft What We Heard report from Round 1 to provide a more detailed snapshot of engagement findings in Round 2, including demographics, participation, and key findings.

**Deliverable:** Final Vision document (internal only); Final Rounds 1 and 2 What We Heard report.

### Phase 4: Plan Development

Overview:

Company will work with CLV staff to identify a set of strategies and actions to achieve the community's vision, goals, and outcomes. The Plan contents will be guided by the work done in CLV 2050, along with best-practice research, community input, and other opportunities/challenges identified in previous phases. In this phase, Company will work closely with CLV staff to co-develop the action items, and to create a draft of the Charleston Area Master Plan.

In this phase, Company will work closely with CLV staff and key stakeholders to translate the community vision into a strategic master plan for Charleston.

#### 4.1 Plan preparation

Company will identify strategic moves, core actions, and actions needed to meet community and City priorities and to achieve and implement Company catalytic development approach, as outlined in Section 2.

#### 4.2 Working session(s) with CLV staff and key stakeholders

Company will set up a working session with CLV staff and a group of stakeholders selected with the project team. In this working session, Company will present Company preliminary approach for plan contents, strategies, and actions. Company anticipate the working session to include:

- A preliminary land use plan
- Strategies to implement and achieve Catalytic Development Areas, such as the Happy Cities’ “One Great Block” methodology
- Transportation corridors, complete streets, and related strategies
- Priority actions for walkable transformation

Company may hold a follow-up session if there is insufficient time to cover all topics. The outcomes of these sessions will give clear guidance to create a draft Plan.

**Deliverables:** 1-2 working sessions with CLV staff; session summaries

#### 4.3 Draft 1 – Charleston Special Area Master Plan

After gathering input from two engagement rounds and the working sessions with City staff, Company will create a draft plan that encompasses the work Company have done so far. This plan will be developed in stages, where Company will fully involve the CLV staff project team and iterate with them. Company anticipate this draft to include:

- Background and context for a clear snapshot of where Charleston is now and an assessment of community needs, including findings from Company wellbeing audit and how the Charleston Plan aligns with the City of Las Vegas 2050 Master Plan
- A community vision for the Charleston area
- Guiding principles for Charleston (adapted from and aligned with CLV 2050 Master Plan principles)
- Goals for the Charleston Area Plan (adapted from and aligned with CLV 2050 goals)
- Outcomes, including how the Charleston Area Plan will help meet CLV 2050 goals along with community goals
- Core moves for walkability and for Catalytic Development Areas.

These are the foundational actions that set the success of this project and should be treated as priority measures.

- Strategies and further actions related to each principle and goal. These include a further set of strategies and actions that should be achieved in the short, medium, and long term.
- Implementation, including a realistic and clear plan to implement the special area plan.
- Monitoring, outlining processes for ensuring the plan gets implemented and can adapt with changing circumstances.

This draft will be accessible and intuitive to read, with clear visuals and diagrams—including infographics, maps, charts, photos, and more. It will match project branding and key messages. Company communications specialists and graphic designers ensure that information is presented in a visual manner, with accessible language, layout, and design. All Company documents abide by the latest accessibility standards for legibility. Company will design the Plan to be suitable for both print and online versions.

**Deliverables:** Draft 1 of Charleston Area Master Plan.

#### 4.4 Closed engagement with key stakeholders

As Company develop a draft with the CLV project team, an important step before sharing it publicly is to present and solicit feedback on the direction of the strategic plan with key stakeholders. This will allow us to conduct an early stress test for the plan contents before sharing it publicly. It will also allow us to ensure there is sufficient support from

stakeholders to enable the plan's success. Company will select stakeholders for this round in collaboration with the CLV project team.

Company will set up interviews with 4-5 representatives of stakeholder groups to go through the plan and solicit feedback. Company anticipate the following stakeholders will be included in this round:

- Representatives from key institutions in Charleston (schools, major employers, etc.)
- City staff working group (described earlier)
- Major property owners and/or active developers of key TOD sites (Meadows Mall, College of Southern Nevada, etc.)

Company will further identify the people or organizations that should be consulted at this stage with CLV staff.

**Deliverables:** 3-5 presentations and interviews with key stakeholders

#### 4.5 Incorporate changes to plan

Company will incorporate changes to the plan based on what Company hear from the closed engagement round and then finalize the draft plan before preparing it to share with the public.

**Deliverables:** Draft 2 of Charleston Area Master Plan.

### Phase 5: Plan Refinement and Delivery

Overview:

The community sets the vision, and Company as professionals develop evidence-based strategies to achieve it. In this phase, Company will present Company ideas to achieve the community's aspirations, and why Company selected these strategies. Company will then listen to public and stakeholder feedback and iterate the plan. Company will review a final version of the plan with key stakeholders and staff, finalize it, and create a final version ready for Las Vegas Council.

This phase will focus on refining and polishing the Plan through comprehensive public engagement and working directly with stakeholders. Company task will be to explain the core elements of the plan and describe how they will affect residents, while capturing feedback from a diverse set of stakeholders. Company outline the detailed tasks to accomplish this phase of work below.

#### 5.1 Engagement Round 3 – Sharing the Special Area Plan

In this round, Company will focus on sharing sections of the draft Charleston Area Plan so that residents can understand it, engage with it, and provide meaningful feedback on the Plan's contents. The following activities will help us accomplish this.

**A: Sharing the Plan:** Communications blast: Company will announce the release of the draft Plan with a communications launch. This communications blast will educate people about the Plan and let them know how they can get involved and how they can provide feedback. Anticipated content deliverables include:

- Project web page update
- Social media advertisements
- Digital survey
- Optional add-on: Creative video

**B: Tailored engagement activities:** Company will deliver five tailored engagement activities, which Company will choose from Company Engagement Toolbox in collaboration with CLV staff (see page 10-11). These may include 2-3 pop-ups co-located at key events, aiming to meet harder-to-reach voices such as families, minority groups, and seniors at events and locations where they will already be. At these smaller engagement activities, Company will share about the project and encourage people to take the survey.

**C: Online focus groups:** Company will facilitate 3-5 online focus groups to specifically target and speak with diverse voices that may not typically attend an open house or a traditional civic event. The online setting will better accommodate people who may not have time or who have mobility barriers. Company will manage sign ups for these focus groups on platforms like Eventbrite and offer a variety of times and dates. Company will share invitations with key community organizations (e.g., Facebook groups and other channels).

Each focus group will be about 1.5 to two hours in length, and capture feedback from 15-20 people. Sessions will include both a presentation and a welcoming and open facilitated discussion. Company will offer select attendees honoraria for participation.

**D: Presentations and feedback sessions to key groups:** Company will conduct 3-5 presentations of the draft Plan to community groups to solicit feedback from key stakeholders such as the Community Advisory Group, the City Staff working group, or other key organizations related to Charleston.

**E: Large-scale engagement activity:** At this stage, Company will organize one large-scale engagement activity such as an open house or creative block party. This may be an ideal type of activity that Company can combine with the apportioned CIP funding. For example, Company can help the CLV team implement a public art or mural piece in an area identified for transformation within the draft Plan. This type of activity generates excitement around the vision and Plan for Charleston, and creates a setting where people can speak with project team members and City staff to learn more about the project. For example, Company can host a block party where Company with written approval of the City will temporarily close a street section in the community, provide refreshments, music and other activities (such as games and collaborative art) to encourage people to join and simply have fun. This format removes barriers of traditional civic engagement—providing free entertainment and value to the public while hearing community input.

**F: Digital survey:** All Company online and in-person communications efforts in Round 3 will seek to direct people to an online platform where Company will set up a short, publicly accessible survey. The survey will both explain the project and solicit feedback from residents. Company team is experienced in setting up surveys on platforms such as TypeForm and SurveyMonkey, and are capable of using any platform preferred by CLV staff.

**Deliverables:** Communications materials (print and digital); project web page content; online focus groups; presentations; survey questions; and engagement activities.

## 5.2. Engagement Round 3 What we heard report

Company will summarize all the learnings of this third engagement round into a What We Heard report that Company will share with city staff and key stakeholders. After finalizing, Company will share the report with the public and include it as an appendix of the final Plan.

**Deliverables:** Round 3 What We Heard report (visual summary of engagement findings)

## 5.3. Final Special Area Plan for Charleston

After concluding Round 3 engagement, Company will capture comments and feedback from what Company heard and create a final special area plan for Charleston. This process includes making any changes to the Plan, and also facilitating 2-3 working sessions with the CLV staff to discuss any changes as needed.

Happy Cities will facilitate the efforts and summarize the learnings and updates from the engagement rounds. Company will deliver a finalized special area plan for Charleston. The final Plan will be visually appealing and publicly accessible—including polished infographics, maps, charts, photos and more. The final Plan will a practical and easy-to-use resource for City staff and key stakeholder alike.

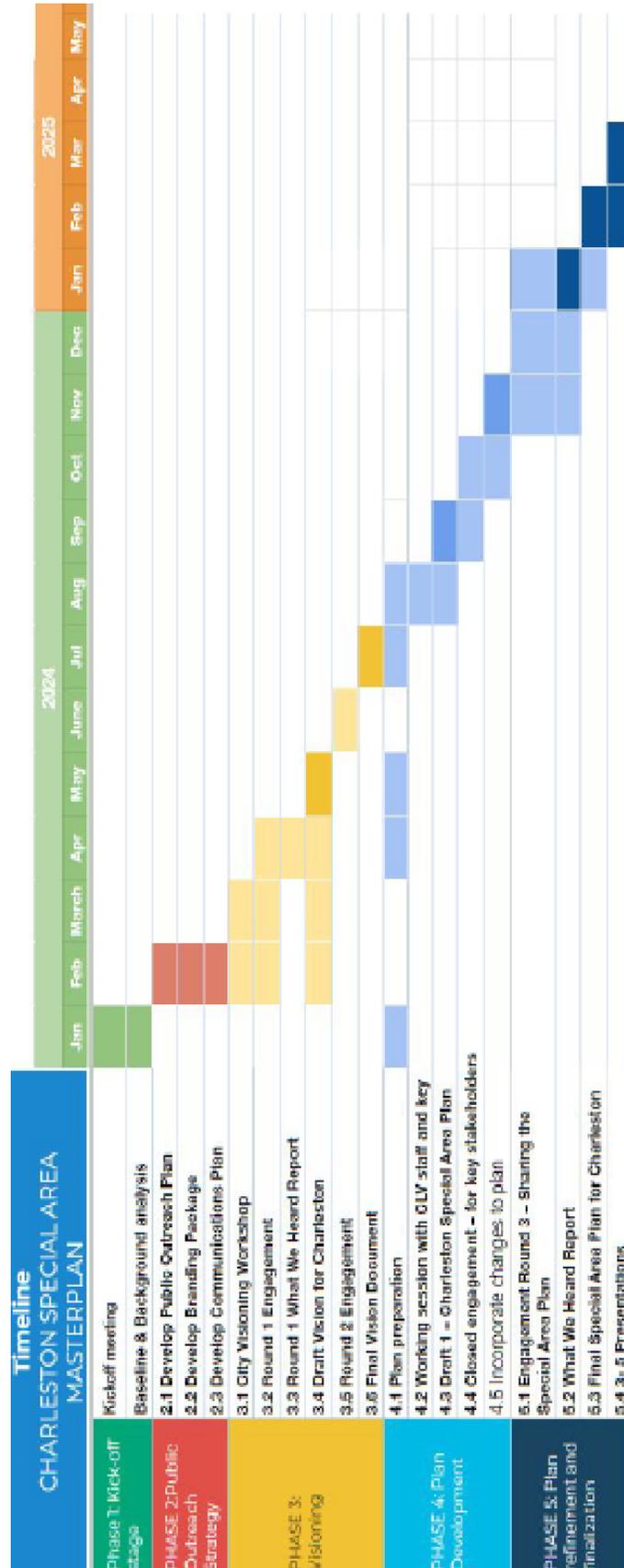
**Deliverables:** Final City of Las Vegas 2050 Master Plan – Charleston Area (including print and digital PDF copies).

## 5.4. Presentations

Company will conduct 3-5 presentations to share the final Plan with relevant stakeholders, ensure everyone understands implications for implementation, and celebrate the collaborative process. This can include presentations to City Council or other relevant stakeholders as identified by CLV staff.

**Deliverables:** 3-5 presentations.

## Exhibit A Schedule



**EXHIBIT B – FEES/PAYMENT SCHEDULE**

<b>Date Due See Exhibit A</b>	<b>Deliverable/ Milestone #</b>	<b>Item</b>	<b>Amount Allowed - in US Dollars</b>
<b>Phase 1 – Project Startup</b>			
	1.-1.3	Project startup - Kickoff Meeting	<b>\$19,875</b>
	1.4	Project startup – Document Review, GIS Analysis, Inventory analysis	
	1.4	Deliverable: Wellbeing audit + inventory & research report	
<b>Phase 2 – Public Outreach Strategy</b>			
	2.1	Develop Public Outreach Plan	<b>\$11,635</b>
	2.2	Develop Branding Package	
	2.3	Develop Communications Plan	
<b>Phase 3 – Visioning and Public Outreach</b>			
	3.1	<b>City visioning workshop</b>	
	3.2	<b>Round 1 engagement (kickoff)</b>	<b>\$32,000</b>
	3.3	<b>Round 1 What We Heard Report</b>	
	3.4	<b>Draft Vision for Charleston</b>	
	3.5	<b>Round 2 engagement (kickoff)</b>	<b>\$28,000</b>
	3.6	<b>Final Vision Document &amp; What We Heard Report</b>	<b>\$11,900</b>
<b>Phase 4 – Plan Development</b>			
	4.1	<b>Plan Preparation (phase kickoff)</b>	
	4.2	<b>Working session with CLV staff and key stakeholders</b>	
	4.3	<b>Draft 1 - Charleston Special Area Masterplan</b>	<b>\$22,420</b>
	4.4	<b>Closed engagement – for key stakeholders</b>	
	4.5	<b>Incorporate changes to plan – updated draft</b>	
<b>Phase 5 – Plan Refinement and Delivery</b>			
	5.1	<b>Engagement Round 3 – sharing the special area plan</b>	<b>\$35,970</b>
	5.2	<b>Final What We Heard Report</b>	
	5.3	<b>Final Special Area Plan for Charleston</b>	
	5.4	<b>3-5 presentations</b>	<b>\$19,790</b>
<b>Total Fixed Fee Amount</b>			<b><u>\$181,590</u></b>

**EXHIBIT C  
ADDITIONAL COMPENSATION**

**I. ALLOWANCE FOR ADDITIONAL SERVICES**

- a. A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.
- b. Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).
- c. The Company shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "C" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Company Hourly Rates established in Exhibit "C" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Company to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.
- d. Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "C" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "C" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.
- e. Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

<b>ADDITIONAL SERVICES ALLOWANCE</b>	
<b>TOTAL NOT-TO-EXCEED COST</b>	<b><u>\$18,410</u> Amount Allowed - in US Dollars</b>

- f. Additional Services authorized by written amendment or change order to this Contract, and upon approved budgeted appropriations; may include, but are not limited to, the following:

<b>Additional Services</b>	
<b>Authorized by written request from City Representative Only see Exhibit C, Not –To – Exceed Amounts</b>	
<b>Amount Allowed - in US Dollars</b>	
<b>Additional Engagement meetings.</b> Additional engagement with representatives from federal, state, and independent organizations: BLM, NDOT, National Parks Service, Nevada Department of Agriculture, Nevada Division of Outdoor Recreation, Las Vegas Paiute Tribe, RTC. Additional effort may be required to work with the new Councilmembers to build connections and community relations in their ward, particularly in the rural neighborhood areas that may require a local subconsultant.	
<b>Rezoning.</b> Assistance with identifying and mapping areas for rezoning.	
Additional implementation activities determined based on community feedback from other task deliverables	
Travel and accommodations (2 people for 4 nights). All flights/hotels/per diem inclusive in amount.	<b><u>\$4,000/ea</u></b>

Digital ads Budget – Allowance	<u>\$3,000</u>
Local artist - Allowance	<u>\$4,000</u>
Block Party	<u>\$3,000</u>
Phone Survey – Sample size: 200 people	<u>\$13,500</u>
Phone Survey – Sample size 300 people	<u>\$16,500</u>
About Here Video: 4-6 minute video plus 4 reels	<u>\$21,000</u>
Expanded Block Party and Mural creation	<u>\$15,000</u>