

**GENERAL SERVICES CONTRACT
FOR 240180-TF TENNIS OPERATOR ALL AMERICAN PARK**

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 All In Tennis Academy, LLC, (hereinafter the "Operator"), a Nevada limited liability company, having its principal office at 457 Morro Strand Ave., Las Vegas, NV 89138.

SECTION A – CONTRACT OVERVIEW

A-1 Summary of Contract [CAO-12/30/2020]

- (a) The purpose of this Agreement is to provide for the operation, management, and maintenance of the center by the Operator.
- (b) The Operator will operate the center, which is owned by the City. The center shall be managed, operated, and made available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, sexual orientation, political affiliation, physical handicap or ancestry.

(c) Contract Synopsis The services to be procured are more fully defined in Section C	Tennis center operator for the City's All American Park		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date Five years from Award Date	Option Periods Five (5) one-year periods
Contract Type	Supplier Revenue-Generating		
Contract Amount	\$1,000 facility fee plus 2% Gross Revenue/month	Paid to CLV by Operator	

(d) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Scope of Work Exhibit B- General Cleaning Specifications Exhibit C – Certificate of Disclosure

(e) City Representative	Name Cheryl Ross	Phone 702-229-6511	Email cmross@lasvegasnevada.gov
Operator Representative	Name Scott Schneider	Phone 702-372-6024	Email sschneidertennis@yahoo.com

(f)

City Legal Notice Representative per Section E-1			
Operator Legal Notice Representative Per Section E-1	Name & Title Scott Schneider	Address 457 Morrow Strand Avenue, Las Vegas, Nevada 89138	Email sschneidertennis@yahoo.com

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

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

SECTION B – DEFINITIONS**B-1 Definitions** [CAO-01/20/2016]

The following definitions apply to this Contract:

- (a) **Award Date:** The date that a Contract becomes effective. It is the date entered into the first paragraph of the Contract upon execution by an authorized representative of the City.
- (b) **Contract:** 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.

Center: The tennis complex consisting of four (4) lighted, hard-surface, outdoor courts and the Buffalo House, located at 1651 S Buffalo Dr. Las Vegas, NV 89117. Map provided in Exhibit A.

- (c) **Services:** The work to be performed by the Operator, which is listed or described in Section C, "Scope of Work", attached hereto.
- (d) **Gross Revenue:** Means any and all cash, credits or other consideration of any kind or nature arising from, attributable to, or in any way derived directly or indirectly by Operator from the operation of the Center at All-American Park, including but not limited to: (a) sales or rent of any good, product (including food and beverage products) or service; (b) fees or rent charged for provision of any service; (c) fees or rent charged to third-party independent contractors for the use of the facilities at the Center; (d) other special services, whether or not provided at the All-American Park that were derived from Operator's operation of the Center at All-American Park under this contract; (e) penalties or charges for late payments or for checks returned from banks.

SECTION C – SCOPE OF WORK

- C-1** Scope of Work is set forth in "Exhibit A".

SECTION D - SPECIAL CONDITIONS**D-1 City/Operator Representative** [CAO-08/22/2019]

The Operator Representative for this Contract is named in Section A-1 (e). The Operator Representative shall have full authority to act for the Operator on all matters arising under or relating to this Contract until written notice to the City is provided by the Operator of any change in the person acting in this capacity.

D-2 Insurance [CAO-3/31/2022]

- (a) The Operator 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 Operator and the City from potential Operator 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 Operator is a sole proprietor, it will be required to submit an affidavit indicating that the Operator 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 Operator'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 Operator'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 Operator'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 Operator and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Operator 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 Operator'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 Operator must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Operator shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Operator 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 Operator 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 Operator, 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 Operator is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Operator fails to carry the required insurance, the City may (i) order the Operator to stop further performance hereunder, declare the Operator 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 Operator or charge the replacement insurance costs back to the Operator.
- (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 Operator is encouraged to purchase any additional insurance it deems necessary.
- (j) The Operator 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 Operator, its subcontractors or anyone employed, directed, or supervised by the Operator.

D-3 Warranty [CAO-3/31/2022]

Operator 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 Operator to perform the services in accordance with this Contract, the Operator shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

This entire Warranty Section will survive termination or expiration of this Contract for any reason.

SECTION E- GENERAL CONDITIONS**E-1 Legal Notice [CAO-4/2020]**

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

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE OPERATOR: As Noted in Section A-1 (f) of the Contract:

- (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 Operator 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 Operator, the Operator shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Operator as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Operator 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 Operator is jeopardized by the non-availability of City provided personnel, data, or equipment, the Operator 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 Operator in writing of the action which will be taken to remedy the situation.
- (b) The Operator shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Operator's failure to perform. Notice shall be provided as soon as the Operator is aware of the situation; however, such notice shall not relieve the Operator 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 Operator specifying the extent and effective date of the termination. On the effective date of the termination, the Operator shall terminate all work and take all reasonable actions to mitigate expenses. The Operator 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 Operator 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 Operator.

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

- (a) If, during the term of this Contract, the Operator (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the 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 Operator, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Operator 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.
- (c) If there occurs an Event of Default, the Operator 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 Operator 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 Operator 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 Operator 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 Operator failed to deliver to the City, and the Operator shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Operator shall continue to perform the un-terminated obligations or portions of this Contract.

- (c) The Operator 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 Operator. 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 Operator'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 Operator 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 Operator pursuant to the requirements of Section E-1, "Legal Notice" above, the Operator 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 Operator shall continue with its performance under the Contract.

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

The Operator 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 Operator in writing of any such non-allocation of funds at the earliest possible date and shall pay Operator 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.
- (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 Operator shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Operator 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. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Operator 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 Operator. 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. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-6, "Insurance", and not in lieu thereof, the Operator shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Operator, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Operator and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Operator's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Operator agrees that it is assuming the sole risk of any Liabilities related to the contraction by Operator's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Operator's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Operator is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Operator what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Operator under this Contract,

until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Operator, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

- (c) It is expressly agreed that the Operator shall defend the City at Operator's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Operator fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Operator. Operator's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Operator pursuant to the provisions of this Contract. Operator's obligations under this Section shall survive any termination of this Contract.

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

The Operator 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 Operator, or out of the processes or actions employed by, or on behalf of the Operator in connection with the performance of the Contract. The Operator 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 Operator upon becoming aware of such claims or actions, and provided further that the Operator'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 Operator agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to Generally Accepted Accounting Principles ("GAAP") 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 Operator goes out of business, the Operator 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 Operator pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Operator of the audit and inspection. If the books and records are not located within Clark County, the Operator agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Operator 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 Operator's office. If the books and records provided to the City are incomplete, the Operator 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 Operator's office. The Operator'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 Operator, the Operator agrees that the difference shall be either: (i) repaid immediately by the Operator to the City or (ii) at the City's option, credited against any future billings due the Operator. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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 Operator is confidential and privileged. The Operator 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 Operator 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 Operator 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 Operator. Upon request by the City, the Operator shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Operator 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 Operator prior to obtaining the same from the City; (iii) the information is obtained by the Operator 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 Operator 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 Operator 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 Operator 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 Operator 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 Operator will upon request return the data to the City at no charge in the format held by Operator. On City request, the Operator will delete all City data and will provide appropriate certification to the City to document the disposal. The Operator shall promptly notify the City if the Operator 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 Operator shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Operator shall make any and all payroll deductions required by law. The Operator agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. This indemnity survives any expiration or termination of this Agreement.
- (b) The Operator, 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 Operator 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 Operator acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Operator recognizes that if the Operator 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 Operator in breach of contract and terminate Contract.

- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Operator 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 Operator further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Operator 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 Operator 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 Operator 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 Operator 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 Operator shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Operator shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Operator'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. Operator 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. Operator shall be responsible for providing, at Operator's expense, and in Operator'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. Operator 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 Operator's failure with respect to its obligations in this Section. Operator, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Operator's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Operator understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Operator as the sole responsible party for the performance of this Contract. The Operator shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Operator 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. The indemnity referred to in this paragraph survives any expiration or termination of this Agreement.

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.

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. The Operator acknowledges and understands that it may be the subject of an NRS 239 public records request as it is providing a service on behalf of the City. If the Operator receives a request for records related to its performance under this contract, it will notify the City as soon as possible, and no later than one business day after receipt of the records request. The Operator acknowledges that the City may direct the Operator to turn over certain records, if required to do so pursuant to Nevada law. If the City receives a request for records related to the Operator's performance under this contract, the City will review the request and indicate to the Company whether records must be provided pursuant to Nevada law.

E-30 Reserved

E-31 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-32 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

ALL IN TENNIS ACADEMY, LLC

SignatureDate

SignatureDate

Printed Name

Printed Name

Title

Title

ATTEST:

LuAnn D. Holmes, MMCDate
City Clerk

APPROVED AS TO FORM:

6/11/2024 | 11:11 AM PDT

Deputy City AttorneyDate

James B. Lewis

Printed Name

EXHIBIT A- SCOPE OF WORK

All American Park is a 45-acre park located at 1551 S Buffalo Dr, Las Vegas, NV 89117. The park was constructed in 2001 and offers playgrounds, picnic areas, football fields, walking track, water play area, restrooms and a tennis facility.

The tennis complex consists of four (4) lighted, hard-surface, outdoor courts. Operator will take control of the four tennis courts upon contract execution. Operator will also take control of the Buffalo House, located at 1651 S Buffalo Dr. Las Vegas, NV 89117, and assume all costs for the space used. The Buffalo House is currently being used for office space and the Pro Shop. The four courts together with the Buffalo House, shall be referred to as the "Center."

Landscape maintenance for surrounding areas will remain the responsibility of the City.

The City intends to select one company ("Operator") to manage the facility and to offer lessons, league play and court rentals to the general public at All American Park. The Operator will have exclusive use of the Center as shown in Exhibit 1, and will be responsible for all costs of operations and maintenance associated with the Center. The City's goals in this project, in priority order, are to:

- (1) Continue to increase tennis opportunities and access in the community.
- (2) Have a functional, well maintained facility that is revenue-generating.

C-1 General

- (a) The City of Las Vegas All American Tennis Center" shall be referred to as such in all advertisements and publications by the company and the City.
- (b) The Operator shall manage, maintain and operate the Center in a professional, efficient and economical manner consistent with good business practices. The Operator shall provide all personnel, expertise, equipment, supplies and any other items necessary to operate the Center. The Operator shall furnish all services on a fair, equal and non-discriminatory basis to all users.
- (c) The Operator shall be responsible for day-to-day operation of the Center in a manner that ensures the safe, legal, and attractive use of the Center. No hazardous substance or hazardous waste shall be used, produced, transported, released or stored within the Center at any time. The Center shall be operational all days and hours as agreed to with the City of Las Vegas, unless curtailed by severe weather.
- (d) Fees charged to customers by the Operator must be reasonable market rates, and submitted to City of Las Vegas for approval
- (e) The Operator shall make no facility alterations or additions to the Center without first submitting written plans to and obtaining the written consent of the City.
- (f) The Operator shall adhere to all applicable laws, standards and regulations including, without limitation, Clark County Health District regulations, OSHA and EPA requirements, Nevada Revised Statutes (NRS) including NRS 426, Las Vegas Municipal Code, Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Age Discrimination Act of 1967, Equal Pay Act of 1963, Genetic Information Nondiscrimination Act of 2008, and any other law or standard promulgated by any agency with jurisdiction over the Center.

C-2 Commencement of Operations

- (a) The Operator shall take possession of the contract area at any time after being issued a formal notice to proceed specifying turnover date by the City. The Center is shown on the map in this Exhibit "A" to the Agreement.

C-3 Revenues and Budgets

- (a) The goal of the City and the Operator is that the Center be operated at a reasonable profit for the Operator.

- (b) All revenue generated at the Center shall be collected and retained by the Operator. All revenue shall be handled in accordance with Generally Accepted Accounting Principles ("GAAP"). The City reserves the right to review and audit accounting procedures to ensure compliance with GAAP. The Operator shall keep, throughout the term of this Contract and any extensions thereof, all books and records customarily used in this type of operation in accordance with GAAP and as required by the terms of the Agreement.
- (c) The Operator shall submit an operating budget and projected revenue streams annually to the City of Las Vegas. The Operator shall submit an operating budget no later than 30 days prior to the end of its fiscal year.
- (d) The City shall not be responsible for any operating shortfall at the Center.

C-4 Programming

- (a) The Operator shall develop, conduct, and manage programs that serve the community. The Operator shall continuously analyze community participation, shifting needs, and Center performance: and, shall adjust programming accordingly.
- (b) The Operator shall offer at minimum tennis lessons to the general public, advance reservation and walk-on public usage daily of tennis courts, and league play. The Operator may offer any other such programming as it determines would meet the needs of the local community, as long as such programming is approved in writing in advance by the City Representative as part of the program schedule.
- (c) The Operator shall conduct all programming in accordance with the established program schedule. The program schedule will be determined by the Operator and the City within 60 days of contract award.
- (d) The Operator shall cooperate with the City to allow for joint use of the Center. The City may schedule special events at the Center for City departments and programs free of charge, subject to Center availability and with reasonable notice to the Operator.
- (e) The Operator shall use only licensed and insured caterers or food vendors for any special event requiring food service. The Operator shall coordinate with the City of Las Vegas Business Licensing department to ensure that all requirements are met before utilizing outside food vendors for special events.
- (f) All American Park hours of operation are 7:00 am to 11:00 pm 7 days a week/365 days a year. The Operator will have access to park gates and will be able to open for business earlier than 7:00 am if desired. In such case, the Operator will be responsible for securing the gate appropriately.

C-5 Payments

- (a) The Operator shall pay the City a monthly fee of One Thousand Dollars (\$1,000) plus utilities,
- (b) The City will issue an invoice which is due and payable by the 10th day of each month. The invoice will include:
 - (i) the monthly fee in the amount of \$1,000.00.
 - (ii) the monthly amount due for utilities and services, which will include:
 - (1) 90% of the utility charges for All American Park Alarm;
 - (2) Electricity \$248
 - (3) 90% of the utility charges for NV Energy Read for Meter: CC030121243; and
 - (4) 90% of the utility charges for Water Read for Meter #0979739.

The City reserves the right to increase the monthly fee upon each anniversary thereafter, by the percentage increase in the U.S. Consumer Price Index (CPI) table no. CUUR0000SAO for that same time period.

- (c) Five Hundred Dollars (\$500) of the One Thousand Dollar (\$1000) monthly fee indicated above will be placed and retained in a separate City account to be used for tenant improvements and maintenance of the Center. The Company will submit to the City Project Manager for approval any quotations or proposals for maintenance and tenant improvements. The City reserves the right to approve or deny the use of all funds collected prior to award of goods or services purchases. The Company will be reimbursed only for approved purchases.

- (d) The Company shall submit a detailed invoice to the City, upon acceptance of goods or services for which tenant improvement and maintenance reimbursement is requested. All invoices must: (1) state the date and number of the invoice; (2) provide detailed information (e.g. item description, quantity) necessary to ascertain the goods or services for which payment is requested; and (3) include a copy of the supplier's invoice to be reimbursed. Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.
- (e) The Operator shall submit gross revenue financials reports to the City, not later than the 10th of every month. The City will issue an invoice to the Operator for payment of the 2% gross revenue, to be paid to the City by the 15th of that same month.

C-6 Maintenance

- (a) The Operator shall maintain the Center and its contents in good and safe condition, and shall perform all repairs and maintenance to the Center which may be reasonably necessary. To this end, the Operator's responsibilities shall include, without limitation:
 - (i) Maintain and replace as necessary all nets, poles and windscreens.
 - (ii) Maintain and resurface as necessary all tennis courts.
 - (iii) Maintain all signs located within or on the exterior of the Center.
 - (iv) Perform all housekeeping and janitorial duties necessary to maintain the entire Center, in general accordance with the City's technical specification for janitorial services. The City's Technical Specifications for Janitorial Services are attached hereto as Exhibit "B."
 - (v) Maintain all Material Safety Data Sheets (MSDS) on-site for any chemical used at the Center, to include janitorial cleaners, solvents, degreasers, and any chemicals used to maintain the courts.
 - (vi) Perform all regular, routine and daily maintenance duties and general repairs.
- (b) The Operator shall be responsible for the electricity, telephone and data lines, water and alarm costs for the Buffalo House and the City will send an invoice for these charges.. Electric and water utilities and security alarm services will remain under the City's control and will not be sub-metered.
- (c) Costs for sewer and trash removal shall remain the responsibility of the City. The Operator may use a City-controlled dumpster located near the Center to dispose of reasonable waste generated by Center operations.
- (d) Maintenance of landscaped areas inside the boundaries in Exhibit A. Areas outside of the boundaries will remain the responsibility of the City.
- (e) Events with 50 or more people ("Special Events") at the Center must be coordinated in advance with the City. In the case of Special Events, the City may require the Operator to clean and stock the public restroom or provide for portable toilets. The Operator shall be responsible for all costs and logistics related to the Special Event including, but not limited to, tents, portable restrooms, handwashing stations, and janitorial supplies.
- (f) The Operator shall be responsible for all maintenance and repairs in the Center. Any maintenance or repair activity in excess of \$1,000 shall be referred to as a "Large Maintenance Event". The Operator shall report all Large Maintenance Events to the City. Operator will receive written approval from the City before proceeding with any work.
- (g) The Operator shall resurface tennis courts at the Center as necessary, but at minimum every 7 years from effective date of this agreement with adherence to applicable Public Works requirements of Nevada Revised Statutes 338.
- (h) The Operator shall supply replacement bulbs for court lights, to be installed by the City.

C-7 Marketing

- (a) All communication produced or distributed by the Operator shall convey a consistent message including the name The City of Las Vegas All American Tennis Center.

- (b) The Operator and City shall mutually agree on Center advertisement campaigns, exterior and interior signage, brochures, newsletters, publicity and any other marketing efforts.
- (c) The Operator may create their own exterior and advertising signage, provided it is not permanently affixed to any City signage, and it has been approved in writing by the City of Las Vegas, and all appropriate permits have been secured.
- (d) The Operator may attach Center advertisements to any established bulletin board area in the park, but not on other interior park surfaces without the prior written approval of the City. The Operator will not distribute fliers on vehicles windshields at the park.

C-8 Employees and Subcontractors

- (a) The Operator shall provide professional, competent staffing. The Operator will have a general manager at all times. The Operator shall notify the City in the event the general manager is replaced. The Operator shall ensure the presence of a responsible managerial or supervisory employee during all hours of operation, and adequate staff to operate the Center during all hours of operation.
- (b) The Operator shall maintain standards of employee competence, conduct, integrity and professional appearance to the satisfaction of the City of Las Vegas. All employees and volunteers shall be appropriately attired, present a neat and clean appearance, and shall be drug-free. All full-time, part-time, contracted and volunteer employees at the Center (including all tennis professionals) shall successfully pass a drug test and a background investigation conducted by the Las Vegas Metropolitan Police Department.
- (c) The Operator shall secure, train and pay for all Center personnel. Employees, volunteers or contractors of the Operator shall not have any contractual relationship with the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Nevada or similar act on behalf of any Operator's employee or volunteer shall be the sole obligation and responsibility of the Operator.

C-9 Food and Beverage Sales

- (a) The Operator understands that the City, as the owner of the Center, has a legal obligation to the Bureau of Services to the Blind or Visually Impaired (herein after referred to as the "Bureau") as outlined in NRS Chapter 426. The Operator shall act faithfully according to the City's responsibilities under the law.
- (b) As stated in NRS 426, the Bureau has priority right for all sales of food and beverage on the property. The City and the Bureau have agreed that the Operator may sell food and beverages at the Pro Shop, with the Bureau receiving a portion of sales in payment.
- (c) The Operator shall track sales of any food or beverage items separately at the point of sale so as to provide an accurate accounting of food and beverage revenue.
- (d) The Operator shall make payments to the Bureau equal to 3% of food and beverage revenue. Payments shall be sent no later than the 10th day of each calendar month for food and beverage revenue the preceding month. The Operator shall mail payments, along with an accounting of food and beverage items sold, to the following address:

Bureau of Services to the Blind and Visually Impaired
Business Enterprise Program of Nevada
1370 South Curry Street
Carson City, NV 89703

C-10 Reporting and Deliverables

- (a) The Operator shall submit a security and safety plan providing adequate security to ensure the safety of all Center patrons and staff and the security of the Center within 60 days of contract award.

- (b) The Operator shall report to the City any and all personal injury asserted by visitors to or employees of the Center. Such incidents shall be reported in writing including all available details as soon as practically possible, but no later than 24 hours after, the assertion of personal injury.
- (c) The Operator shall submit a copy of its annual budget to the City of Las Vegas, no later than 30 days before the end of the City's fiscal year. The fiscal year is from July 1- June 30.
- (d) The Operator shall submit annual financial statements to the City no later than 30 days before the end of the City fiscal year.
- (e) The Operator shall submit gross revenue reports by the 10th of each month.
- (f) The Operator will submit a program schedule to the City within 60 days of contract award. The Operator may make revisions to the program schedule from time to time by submitting proposed changes to the City. The City shall have 30 calendar days from receipt in which to provide the Operator with comments or disapproval. If the City should object to the proposed program schedule, the reasons for disapproval shall be provided with the opportunity for the Operator to submit a revised program schedule. The City shall have right of final approval of the program schedule. If the City does not provide comments, the Operator may assume the revised program schedule is approved, and the changes proposed may be implemented. Minor revisions falling within the general parameters of the existing program schedule may be made by the Operator and communicated to the City within a reasonable timeframe.
- (g) The Operator will submit a fee schedule to the City within 60 days of contract award. The Operator may revise the Fee Schedule from time to time by submitting a revised Fee Schedule to the City. The City shall have 30 calendar days from receipt in which to provide the Operator with comments or disapproval. If the City should object to the proposed fee schedule, the reasons for disapproval shall be provided with the opportunity for the Operator to submit a revised Fee Schedule. The City shall have right of final approval of the fee schedule. If the City does not provide any comments, the Operator may assume the revised fee schedule is approved, and the changes proposed may be implemented.

C-11 City Responsibilities

- (a) The City will leave the windscreens, poles and nets currently installed at the Center on turnover of the Center. After turnover, upkeep and replacement of this equipment will become the Operator's responsibility.
- (b) The City will maintain the parking areas of the Center, and shall maintain the remainder of All American Park outside the boundaries of the Center as shown in Exhibit A.
- (c) The City will inspect the Center at minimum quarterly, and will submit a written report to the Operator detailing any noted issues with maintenance, cleaning or other facility-related problems no later than the last business day of each calendar quarter.
- (d) The City will be responsible for maintaining fire extinguishers and smoke alarms at the Buffalo House.
- (e) The City will install replacement bulbs provided by the Operator when necessary and at the request of the Operator. When a request is made by the Operator for replacement of a bulb, the City will schedule the work as soon as reasonably possible.

C-12 End of Contract Term

On the effective date of natural expiration or early termination of this Contract for any cause or no cause, the Operator shall leave the Center in good condition, broom clean, and containing nets, posts, windscreens and any other equipment essential to the use of the courts. The Operator shall return all keys and similar devices to the City of Las Vegas.

SITE MAPS AND FLOOR PLAN

Aerial view of Center and surrounding area

Site Map of Center



Legend:

- Tennis courts
- Buffalo House
- Operator responsible for landscaping within boundary

Floor plan of Buffalo House

EXHIBIT B - GENERAL CLEANING SPECIFICATIONS**A. Minimum Cleaning Standards**

It is the intent of the City of Las Vegas that all facilities be maintained at a high standard of cleanliness. All materials, equipment and chemicals required for cleaning, shall be of acceptable industrial quality and are subject to approval by the City of Las Vegas. The following standards are therefore intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. These standards are not to be construed as complete and all items not specifically included but found necessary to properly clean the building shall be included as though written into these specifications.

B. CLEAN

The term "clean" as defined generally shall mean the removal of trash, dirt, dust, soil, lint, marks, stains, smudges, spots, film, streaks and odors from all cleanable surfaces.

JANITORIAL "QUALITY CONTROL" STANDARDS

GENERAL STANDARDS
Glass, Wall Surfaces Unable to see spots, streaks, smudges, dust and hand prints.
Corners One foot away, unable to see cobwebs, dust, soil buildup or dead bugs, etc.
Floor Unable to raise airborne dust with foot. Clean uniform appearance may have minor particles only. soil buildup, dead bugs, spills, gum, etc.
Dusting Unable to see dust when looking at appropriate angle at arm's length.
Lights No visible cobwebs, dead bugs, or dust.
Walls, Doors Unable to see spots, washable marks, hand prints or footprints on walls, with none around light switches.
Fixtures and Equipment No visible cobwebs, dead bugs, or dust in lenses. Free from streaks on lenses uniform in appearance.
Waste Can Should be clean and uniform in appearance. Inside liner should be tied or fit tightly around rim and be the appropriate size for can. Liner should be clean.
RESTROOM
Dispensers, Hardware Unable to see spots, dust, washable marks and hand prints. No streaking from washing. Stocked to proper level with appropriate paper products or soap.
Basins No visible scale around discharge unit, no scale or streaks on basin or drains and uniform in appearance from cleaning.

Toilets, Urinals

Unable to see scale around flush valve or dust. Bowl and rim free from discoloration and buildup inside. Outside clean and no streaking.

WINDOWS**Sills, Frames, Glass**

No dirty buildup of hand oil, etc., or streaking.

EXTERIOR AREAS**Sweeping, Picking Up Litter**

Free from exposed trash, cigarette butts, large deposits of dust or dirt, etc.

EXHIBIT C - CERTIFICATE OF DISCLOSURE

EXHIBIT C - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: Scott Schneider and Iren Schneider <i>Operating as All In Tennis Academy, LLC</i>	
Address: 457 Morro Strand Avenue	City / ST / Zip: Las Vegas, Nevada, 89138
Telephone: 702-372-6024	EIN or DUNS : EIN #87-4788801
Block 2: Description / Subject Matter of Contract	
Services for: Operator of All American Park	Project Number: 240180-TF

Block 3:	<u>Type of Business</u>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

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

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Scott Schneider	457 Morro Strand Avenue, Las Vegas, NV, 89138	702-372-6024
2	Iren Schneider	457 Morro Strand Avenue, Las Vegas, NV, 89138	702-596-3833
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

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

Scott Schneider

Signature

2/22/24

Date

Subscribed and sworn to before me this *22* day of *February*, 20*24*

[Signature]
Notary Signature



KHRYSTYNA THOMPSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-05-26
Certificate No: 22-1950-01