

**PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT FIVE**

THIS CONTRACT is being entered into this _____ day of _____, 2022, 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 Barlow Richards, LLP, dba Clear Counsel Law Group (hereinafter the “Company”), a Nevada limited liability partnership having its principal office at 1671 W. Horizon Ridge Parkway, Suite 200, Henderson, Nevada 89012.

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

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

(a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department Five		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date June 30, 2023	Option Periods Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$102,300	Per year, fixed fee retainer	

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information Attachment 3 – Company’s Notice of Intent to Submit Hourly Billing Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c) City Project Manager Per Section D-4, (a)	Name Jack Eslinger	Phone (702) 229-4673	Email jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Douglas Hedger, Esq.	Phone (702) 476-5900	Email doug@clearcounsel.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Douglas Hedger, Esq. Partner	Address 1671 W. Horizon Ridge Pkwy, Ste 200 Henderson, NV 89012	Email doug@clearcounsel.com

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

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

SECTION B – Basic Terms**B-1 Definitions [R]**

The following definitions apply to this Contract:

- (a) “*Alternate Public Attorney*” means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.
- (b) “*Award Date*” means the date that a Contract becomes effective.
- (c) “*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.
- (d) “*Contract Administrator*” means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.
- (e) “*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.
- (f) “*Contract Manager*” means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.
- (g) “*Contract Year*” means 365 calendar day period commencing from Award Date.
- (h) “*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.
- (i) “*Indigent Defendant*” means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.
- (j) “*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.
- (k) “*Non-Exclusive Contract*” means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.
- (l) “*Public Attorney*” means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

- (a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.
- (b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.
- (c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.
- (d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 5.
- (e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.
- (f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.
- (g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.
- (h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

- (i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.
- (j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.
- (k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

- (l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.
- (m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.
- (n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.
- (o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of \$7,750 per month for up to 1,600 hours per contract year, and \$50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

- (a) The City will pay the Company the following amounts for assignment to Municipal Court Department Five:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
1	Monthly Fixed Fee Retainer	\$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	\$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	\$9,300

- (b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.
- (c) The Company shall not be compensated for the following tasks or costs:
 - (i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.
 - (ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.
- (d) For any partial month of service (for example at the beginning or end of a contract term), the City shall pay a pro-rata amount of the Monthly Fixed Fee Retainer, based on the actual number of days served for that month, in addition to any approved expenses.

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

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

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

- (i) the date of the invoice and invoice number; and
- (ii) the associated Purchase Order number.

(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.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay \$50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/10) of an hour, or six (6) standard minutes.

(e) 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-04/2020]

- (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) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (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 and the Contract description. 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-4/2020]

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 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

- (a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

- (b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

- (a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,
- (b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 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: purchasing@lasvegasnevada.gov

FOR THE COMPANY:

As Noted in Section A-1 (d) 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 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 [R]

- (a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:
- (i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or
 - (ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,
 - (iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.
- (b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.
- (c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods that are comparable to the goods 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.
- (d) 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".
- (e) 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.
- (f) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

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

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City,

if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

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

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

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

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

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

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to 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 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 4 (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]

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-9/24/08]

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 electronically signed. The parties agree that the electronic signatures appearing on this Contract shall be 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 LEFT BLANK, SIGNATURES ON NEXT PAGE

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

CITY OF LAS VEGAS

CLEAR COUNSEL LAW GROUP

Tonya Kemble
Manager, Purchasing & Contracts

Date

DocuSigned by:
Douglas W. Hedger
B7CACA655BA648E...

Douglas Hedger, Esq.
Partner

8/26/2022 | 11:25 AM

Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:

John S. Ridilla

Deputy City Attorney

8/25/22

Date

John S. Ridilla
Chief Deputy City Attorney

ATTACHMENT 1
LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No. _____

YOUR NAME: _____ Social Security Number ____ - ____ - ____

YOUR ADDRESS: _____
Where you live?_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (____) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: \$ _____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

SIGN YOUR NAME_____
Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE**1. Defendant not in custody:**

- (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.
- (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.
- (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.
- (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,
- (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

- (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines¹	Poverty Guidelines at 200% (Presumptive Threshold as established by ADKT #411)²
1	\$11,880	\$23,760
2	\$16,020	\$32,040
3	\$20,160	\$40,320
4	\$24,300	\$48,600
5	\$28,440	\$56,880
6	\$32,580	\$65,160
7	\$36,730	\$73,460
8	\$40,890	\$71,780
For each additional person, add	\$4,160	\$8,320

SOURCE: *Federal Register*, Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

¹ Note: The Federal Poverty guidelines are recalculated and published annually.

² A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.

ATTACHMENT 2
ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	ADDITION or DELETION?	SOCIAL SECURITY OR DRIVERS LICENSE NUMBER *	DATE OF BIRTH	NEVADA BAR NUMBER	BIOGRAPHIC DATA FORM ATTACHED ** Yes / No	RESUME ATTACHED ** Yes / No

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3
COMPANY’S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney:

Date Submitted:

Client Name	Case/Docket No.	Charge(s)	Projected Hours

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: Barlow Richards, LLP dba Clear Counsel Law Group	
Address: 1671 W. Horizon Ridge Parkway, Suite 200	City / ST / Zip: Henderson, Nevada 89012
Telephone: (702) 476-5900	EIN or DUNS : 27-5412660
Block 2: Description / Subject Matter of Contract	
Services for: City of Las Vegas	Project Number: 220097-PH

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	Jonathan Barlow, Esq. - Partner	1671 W. Horizon Ridge Pkwy., #200, Henderson, NV	(702) 476-5900
2	Jared Richards, Esq. - Partner	1671 W. Horizon Ridge Pkwy., #200, Henderson, NV	(702) 476-5900
3	Douglas Hedger, Esq. - Partner	1671 W. Horizon Ridge Pkwy., #200, Henderson, NV	(702) 476-5900
4	Taylor Waite, Esq. - Partner	1671 W. Horizon Ridge Pkwy., #200, Henderson, NV	(702) 476-5900
5	Dustin Birch, Esq. - Partner	1671 W. Horizon Ridge Pkwy., #200, Henderson, NV	(702) 476-5900
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

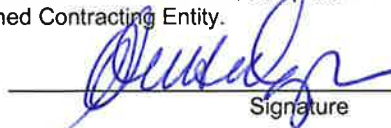
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

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


Signature

April 6, 2022

Subscribed and sworn to before me this 6th day of April


Notary Signature

