

**PROFESSIONAL SERVICES CONTRACT
FOR AFRICAN AMERICAN MUSEUM
AND CULTURAL CENTER MASTER PLANNING**

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 Gallagher & Associates, LLC., (hereinafter the "Company"), a Maryland limited liability company, having its principal office at Office 2149, 1140 3rd Street, NE Washington, D.C. 20002.

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	Development of a comprehensive master plan for the development of an African American museum and Cultural Arts Center.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date May 1, 2023	
Contract Type As defined in Section B-1	The contract type is Firm Fixed Price or Lump Sum		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$198,400	Fixed Fee	

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

(c) City Project Manager Per Section D-4, (a)	Name J. Contreras	Phone 702-229-2307	Email jocontreras@LasVegasNevada.gov
Company Representative Per Section D-4, (b)	Name K. Mooney	Phone 802.917.8683	Email kmooney@gallagherdesign.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Thomas Kozeny, CFO	Address Office 2149, 1140 3rd Street, NE Washington, D.C. 20002	Email tkozeny@gallagherdesign.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 reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms**B-1 Definitions [CAO-08/28/19]**

The following definitions apply to this Contract:

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

SECTION C – Scope of Work**C-1 Scope of Work**

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

C-2 Deliverables/Schedule/Fees

The Company shall provide Deliverables in accordance with “Exhibit C”.

SECTION D – Special Conditions**D-1 Payment [CAO-4.2020]**

- (a) Payment: Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.
- (b) Reimbursable Travel Expenses: If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of \$189.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City’s Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies/pay-per-view in a hotel, or other non-business related costs. The City’s Project Manager must approve in writing any deviations to these procedures.

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

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

D-3 Invoices [CAO-9/2020]

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

The Company shall submit the original invoice to:

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

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice

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) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iv) 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 it's 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 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

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

Martin Luther King's Birthday (observed)

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

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 [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right,

but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

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

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

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

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

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

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

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

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

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

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

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

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

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

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

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

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status.

Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

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

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

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

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

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

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

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

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

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

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

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

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

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

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

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

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

E-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.

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.

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

CITY OF LAS VEGAS**Gallagher & Associates, LLC**

DocuSigned by:



10/17/2022 | 11:21 AM PDT

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Tonya Kemble
Manager, Purchasing & Contracts

Date

Thomas Kozeny, Chief Financial Officer

Date

ATTEST:

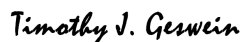
LUANN D. HOLMES, MMC

City Clerk

Date

APPROVED AS TO FORM:

DocuSigned by:



10/5/2022 | 7:10 AM PDT

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Deputy City Attorney

Date

EXHIBIT A - SCOPE OF WORK

A. Background

The HUNDRED Plan – a visionary, community-led approach to revitalizing the Historic Westside – was completed in 2016 with guidance from the community. The HUNDRED Plan in Action, completed in 2020, established a clear implementation strategy for the HUNDRED Plan. In the time since these plans were finalized, community partners and the City have worked to align resources to bring the vision for the Historic Westside to life.

The vision for the Historic Westside is:

A diverse and thriving district rooted in African American culture in Las Vegas. A unique place where the world will come together to live, work, visit and play through the development of housing, local business, jobs, education, hospitality and cultural pride.

The development of an anchor cultural campus celebrating the contributions of African Americans to the Historic Westside, Las Vegas and beyond was envisioned as part of the HUNDRED Plan and the HUNDRED Plan in Action. The approach for the museum and arts center is to connect the many and varied existing and historic cultural facilities in the community while expanding storytelling opportunities of the African American experience through collections and programming.

The museum and cultural arts center facility(ies) are proposed to be developed via a collaborative effort involving the City and community leaders and stakeholders. While no determination has been made on the size or scope of a new facility/campus, the intent is to connect existing historical assets to a new facility or facilities that can tell a comprehensive story of the African-American experience in the Historic Westside, Las Vegas, Nevada and beyond. In addition to museum facilities that may include standing and rotating collections, this master plan will include the development of a cultural arts center to incorporate African American art and artists of all varieties, as well as facilities within which cultural and performing arts production can occur.

Some initial work and engagement has occurred with the community to begin to determine their desires as it relates to a future museum and cultural arts center. In December 2020, a community stakeholder and subject matter expert workshop was held with approximately 40 participants to understand the process for museum development and begin to identify the museum experience. In August-September 2021, a community survey, one-on-one stakeholder interviews and open public community workshop collectively engaging over 400 members of the community, were held to better understand priorities for this museum. Findings from the culmination of this outreach can be found at the following web link:
<https://www.lasvegasnevada.gov/Government/Initiatives/Hundred-Plan/About-Hundred-Plan?tab=3>.

The HUNDRED Plan, the HUNDRED Plan in Action, and all of the work related to development of the museum and cultural arts center which has been previously completed should be considered in the master planning process and in the development of responses to this RFP.

B. Project Description and Goals

The City is seeking qualified firms and/or individuals who have proven experience in museum and cultural institution planning and operations to develop a comprehensive master plan for the development of an African American museum and Cultural Arts Center in the Historic Westside. The master plan should incorporate findings and engagement efforts to date, and should provide clear direction which will allow the City, along with the community, to move immediately forward into implementation. The master plan should be comprehensive and all-inclusive of considerations to develop a clear vision, identify how that vision will be realized, explore location alternatives and determine the best location to deliver the vision, establish clear floor plans and experience explanations and explore how the museum and cultural arts center can be funded and delivered in a timely manner.

C. Site Information

While both the HUNDRED Plan and the HUNDRED Plan in Action identify potential opportunities and locations for placement of the museum and cultural arts center, no specific site has been selected. This master planning process should include opportunities to vet location and placement options and should ultimately determine a site best suited to achieve the goals set forth for the museum and arts center campus.

D. Budget

The budget for this master planning process is not to exceed \$200,000, though offerors are encouraged to think competitively and comprehensively about how to ensure this process results in a plan that is ready for implementation. Proposals that include a base contract with options that may exceed the budget are welcomed. Proposed budgets should include consultant's fees, sub-contractor fees (if applicable), travel, per diem expenses, supplies, materials for presentation and production, models, renderings, reproductions, documentation of outreach and printing, plotting, couriers, telephone charges, taxes, and insurance and all other costs related to the performance of the project, including contingency to cover unanticipated expenses. The City shall work closely with the contracted party to provide facilities for outreach in-kind when possible, and communications/promotional support to advertise the outreach meeting(s) to the community.

E. Statement of Work**1. Scope of Services****a. Background Review**

- (i) Review previous planning documents and findings related to the museum and arts center
- (ii) Provide an analysis of the arts and culture environment, including a review of local attractions and museums, messaging, marketing, etc., to define competitive positioning and messaging
- (iii) Review Historic Westside, Las Vegas and Nevada African American history to determine key themes and stories to potentially be highlighted, as well as a review of institutional assets and collections which might be utilized in the development of the museum

b. Community and Stakeholder Engagement

- (i) Facilitate stakeholder meeting(s) and community outreach session(s) in the Historic Westside, city, region and state to ensure the community's voice is represented in the museum and cultural arts center's development
- (ii) Create opportunities to the community to weigh in on this project, and share their own stories, collections and resources
- (iii) Create continuous engagement opportunities throughout the entirety of the process

c. Content Strategy for the Museum

- (i) Identify the vision, mission, values, goals and approach to telling stories
- (ii) Identify the key storylines what will be presented in the museum
- (iii) Create preliminary floor plans and visitor flow, and provide recommendations in initial approaches as to how stories will be told

d. Approach for the Cultural Arts Center

- (i) Establish a vision for the arts center and how it will integrate into the museum
- (ii) Identify the programming approach to the cultural arts center, inclusive of how art will be displayed and rotated, and how art production can occur
- (iii) Create preliminary floor plans and visitor flow

e. Operational and Financial Plan

- (i) Provide detailed approaches as to how the museum and cultural arts center will be managed, including operational structures, business plans and considerations for how operational resources will be generated

f. Fundraising Strategy

- (i) A comprehensive and detailed approach to how the museum and cultural arts center can be pitched to potential funders, including identification of potential funding sources and opportunities/considerations for how funders could be recognized

g. Implementation Approach

- (i) Identify a detailed timeline for implementation of the master plan including important deadlines

2. Deliverables

- a. An analysis of findings from the background review, including considerations for how they should be included in the museum and arts center's development.
- b. Summaries of stakeholder meetings and community outreach session's outcomes.
 - (i) Including thorough documentation of the meetings and outreach sessions (transcripts, easel notes, pictures, etc.).
- c. Synthesis of information and data collected from stakeholders and the community, shaped into:
 - (i) Mission, vision, values and strategic and educational objectives of the museum and cultural arts center (these have largely been determined by community engagement, but would be finalized in the master plan).
 - (ii) Content strategy, creative strategy and schematic design. This plan should finalize the specific themes and narratives, as well as stories to be told in the museum experience and generally how they will each be told (e.g. interactive, digital, etc.) including broad stroke designs. This should include details on the desired visitor experiences experiential objectives of the new museum and cultural arts center.
 - (iii) Interior layout and floorplans to begin to visualize how the information we desire to present in the museum and cultural arts center could be organized. This should include potential visitor path/flow diagrams, as well as style boards and exhibition renderings.
 - (iv) Operational/business plan, which should address all considerations as to how the building(s) will be operated. This should include structures for facilities management, staffing, and organizational considerations and budget.
 - (v) Financial plan, including a rough development budget and potential capital sources.
 - (vi) Fundraising strategy, including the development of items that will be needed for fundraising, such as detailed renderings and sample marketing materials.
 - (vii) Detailed project timeline and implementation strategy
 - (viii) Site selection, including ensuring the final site can fit the anticipated size and scope of the museum and cultural arts
- d. A plan for engagement and other efforts to build community support along the way.

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EXHIBIT B - FEES

The total fee are for the Master Plan is \$198,400. This fee includes all project costs, including estimated expenses. The line-item breakdown below aligns to the Deliverables outlined in the RFP.

Community & Stakeholder Engagement	\$	55,800
Interpretive Master Plan and Feasibility Study	\$	115,000
Fundraising Strategy	\$	15,000
Total	\$	185,800
<i>Estimated Reimbursable Expenses</i>	\$	12,600
TOTAL FEE	\$	198,400

REIMBURSABLE EXPENSES

Reimbursable expenses are considered costs incurred in the interest of the project including, but not limited to materials for presentations, reproductions, documentation printing, plotting, couriers, travel, and telephone charges. Please note that costs associated with models, prototypes, renderings, stock images, usage rights, and/or custom illustrations are not included in this proposal. These expenses are in addition to the fixed fee for design services and will be billed as actual costs.

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EXHIBIT C - EXCERPTED PROPOSAL

Work Plan

(a) Title and narrative description of approach to completing the project

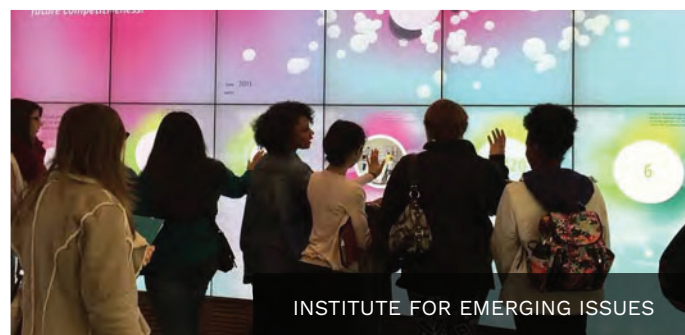
G&A, Barber & Associates, and FM! will collaborate, working closely with your team, to develop a comprehensive Master Plan that will serve as a guide and overarching framework for the development of a new cultural asset for the Historic Westside in the City of Las Vegas.

The goal is to create a plan that will define the project's mission and vision, key interpretive content messages, visitor circulation, target audiences, and potential signature visitor experiences. We will also develop and articulate overall visitor experience strategy statements. In addition, the scope includes projections for financial viability, including operational costs, and assessment of the impact the Museum will have on the economic development of the city; as well as integrated fundraising recommendations and strategy.

We know that each and every step of the way the project must deliver as promised for the community, within the guidelines of a reasonable development budget and overall capital budget. G&A Strategy, the business planning division of G&A, provides in-depth consultation related to planning, developing, and assessing capital costs and operational projections to non-profit cultural organizations and foundations. They specialize in feasibility studies, capital funding, and project development from conception to a successful program completion, working hand-in-hand with the wider team on the overarching visitor experience approach and its effects on the feasibility of the project.

We recognize that thoughtful and intentional community and stakeholder engagement is critical to the success of this project, and will be an ongoing effort throughout the process.

We would look to build upon the work completed to-date. Our approach proposes additional stakeholder engagement sessions designed to ensure the community remains closely involved. Any work completed on this project must ensure a deep connection to the cultural heritage of the area, built upon solid interactions within and around the Westside community. Through outreach and interaction with potential stakeholders, we will ensure that this interaction is not just a one-time engagement. Instead, we will work to build advocates for this new entity, and working groups to ensure the project is truly of the community and for the community.



We seek to support the economic and social capital of the Historic Westside in Las Vegas by exploring the potential for built infrastructure that protects, cultivates, preserves, and exponentially enhances the community's assets. The community has a long history of engagement with the city of Las Vegas that has not produced outcomes that lead them out of poverty, or into prosperity.

The defining variables of poverty in the Historic Westside include, but are not limited to:

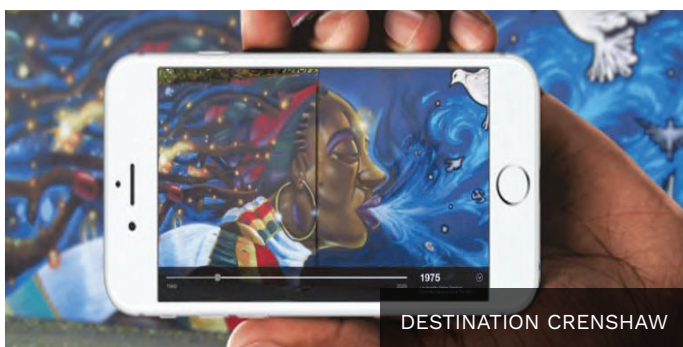
- persons who live in the geographic boundaries without having equitable access to city-wide tools, resources, and assets;
- persons who are intentionally harmed or excluded by policies, rules, and regulations that inhibit equitable access to city-wide tools, resources, and assets;

- persons who do not have the ability to control the tools, resources, or access necessary to protect, convert or sustain their own assets

The City of Las Vegas has begun to undertake a novel approach to the re-investment and development of the Historic Westside. The approach is centered upon understanding and cultivating the community's cultural, economic and natural assets. The City furthers support by using their synergy in leadership to support community-led planning, civic-led investment, and bring value-based partnerships to seed sustainable growth.

The desire for a new cultural experience in the Historic Westside was ideated in The HUNDRED Plan ,with specific mention to local initiative the Westside African American History and Culture Museum. Both the Westside residents and the City of Las Vegas seek to include and potentially expand efforts to articulate, preserve, and celebrate the past, present and future of the Black/African American journey both in Las Vegas and across the state.

In 2021, the City of Las Vegas commissioned a preliminary exploration of the community's capacity to sustain a museum. The City's goals were to (a) respond with rapid action to the community's call for more inclusive and authentic representation moving forward, (b) identify a baseline of sentiments, desires, and capacity for a museum focused on the African American narrative in Las Vegas, and (c) to provide a safe space where stakeholders could "be in the room" in a consistent way with time and space to unify voices.



While these preliminary efforts were achieved, we speculate that a museum may not be able to support itself without being tethered to a larger effort and purpose. As such, our approach to the preservation, celebration, and narrative of the Black/African American journey in Las Vegas is prioritized by:

- **Social Assets**—community assets, knowledge, history, tools and resources;
- **Economic Power**—the community's ability to own, cultivate, distribute and manage their assets;
- **Geographic Alignment**—existing or new infrastructure that protects and supports the managed distribution of assets, works in alignment with nature, and prioritizes the natural assets of the geography and people that are served within it;
- **Innovation**—allowing safe emotional and physical room for the ideation, practice, and creation of improved and/or new uses of their assets; providing for continuous improvement and sustainability.

The outcome of this approach aims to (a) unearth what type of built infrastructure can protect, cultivate, preserve, and exponentially enhance the community's assets, and (b) determine the strategy for a Master Plan to achieve the goal.

(b) Proposed approach to the work, including detailed timeline and engagement approach

The project will begin with a preparatory stage that culminates in a project kick-off meeting. At the start of the process, our team will prepare a request for background documents from the Client team. Once the documents are received, G&A's appointed Project Manager will schedule and coordinate an initial kick-off meeting and partnering session to introduce the entire team. This ensures everyone has a clear understanding of each team member's responsibilities, goals for the project, and clarifies expectations for reviews, presentations, submissions, and approvals.

From there, our methodology comprises three key phases. Each phase builds upon previous and ongoing work to ensure the community is involved and engaged throughout the process. The ultimate result will be a sustainably, impactful, visionary asset created for and with the Historic Westside.

PHASE I: Background Review, Community and Stakeholder Engagement

PHASE II: Interpretive Master Plan Analysis and Development

PHASE III: Feasibility Study, including Market Analysis, Development Costs, Financial Analysis, Operational Plan and Fundraising Strategy

PHASE I: Background Review, Community and Stakeholder Engagement, and Circular Economy Strategy

We start by listening.

Phase I is intended to clarify goals, develop the stakeholder input process, review any existing interpretive direction and key themes, and align on design constraints and existing technical infrastructure. We will understand the “take-aways” that are intended for the audience experience as they relate to operations, brand extension, core messaging, and programming opportunities.

This stage of information gathering and background review will include initial listening sessions with stakeholders.

Once we have completed our listening sessions and workshops we prepare a report which synthesizes what we have heard, along with analysis and insights about what is important to consider for the future Master Plan.

- Documentation
- Synthesis
- Analysis
- Insights
- Recommendations

Project Kick-Off,
Sept 6, 2022

Alignment Brief
Oct 28, 2022

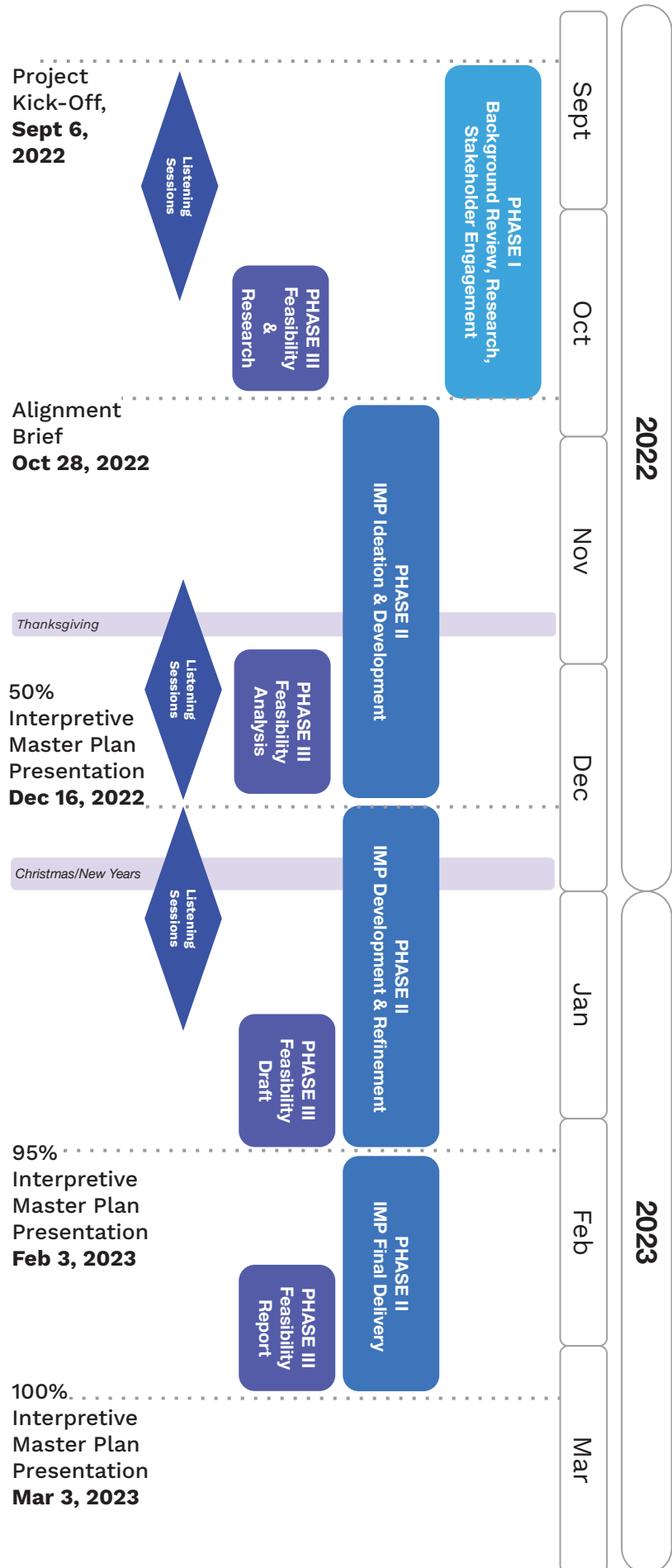
Thanksgiving

50% Interpretive Master Plan Presentation
Dec 16, 2022

Christmas/New Years

95% Interpretive Master Plan Presentation
Feb 3, 2023

100% Interpretive Master Plan Presentation
Mar 3, 2023



Community outreach sessions will continue at key points throughout the development of the Master Plan. They will inform or confirm a range of public assumptions around the type of cultural asset to be developed, the location, public programs, community assets and other elements to be defined, challenge the direction of the Interpretive Master Planning process, uncover opportunities that might be missed, as well as inspire new ideas, and may provide new opportunities for collecting material and defining content.

This includes digging into ideas that have been revealed through earlier community engagement sessions, some of which are further outlined below in section (d) of this response. Our team will facilitate activities to prompt the participants to think about how they would like to see their culture reflected in the re-envisioned museum.

These activities will be developed by our combined team with input from the Client. Our proposed methodology currently accounts for 4 listening and learning sessions with key stakeholders, 5 one-on-one interviews with internal and external stakeholders and 2 public workshops, the exact timing of which will be determined with you and your team, but indicative periods for when these should take place are outlined on the previous schedule.

We appreciate that the RFP defines this project as an African American Museum and Cultural Center. Phase I will specifically identify what infrastructure is sound in the Westside, and what other solutions, experiences, or partnerships need to be explored.

PHASE II: Interpretive Master Plan (IMP) Analysis and Development

Building on Phase I research, initial engagement and listening sessions, we will begin work towards developing an IMP. This document will serve as a guide and overarching framework for the visitor experience and the community's ability to sustain the use of the infrastructure as an asset.

The goal is to create a plan that will define the project's mission and vision, key interpretive content messages, target audiences, and potential "signature" visitor experiences.

Interpretive Strategy & Content Framework

Based on listening sessions and workshops with your staff, stakeholders, and communities, we will synthesize key interpretive themes and specific content messages into a recommendation for an overarching Interpretive Strategy. This Interpretive Strategy will suggest an approach for effectively shaping the narratives to be relevant, engaging and accessible to the community of audiences you hope to reach.

Signature Visitor Experiences

The HUNDRED Plan and the HUNDRED Plan in Action has identified potential opportunities for the new experience. Our team will work with you, your communities and stakeholders to focus ideas, augment them, and build cohesion that will stitch together a comprehensive IMP.



Throughout, we will evaluate the visitor experience and make recommendations through sketches, diagrams, comparable benchmarking. The final IMP will feature illustrations of signature visitor experiences which will define the new cultural infrastructure, for future audiences.

Visitor Experience Strategy

Through site visits, listening sessions, workshops, and market research we will evaluate the existing visitor experience in relation to your goals for a 'reimagined experience.'

The work will include:

- site and visitor flow analysis
- identification of visitor motivations, attitudes and learning styles
- recommendations for existing exhibitions and planning process for future exhibitions
- recommendations for existing public programs and planning process for future public programming
- business and operations recommendations for optimal visitor experience

The final Interpretive Master Plan will offer a vision and a roadmap for implementing a new experience with a throughline before, during and after a visit, and a well-thought-through connection to the community it serves.



PHASE III: Feasibility Study, including Market Analysis, Development Costs, Financial Analysis, Operational Plan and Fundraising Strategy

G&A's strategy team works concurrently with the design team to ensure the visitor experience is supported by a business model that enables an institution's long-term financial sustainability. They provide a 'roadmap' for both the capital costs necessary to develop the experience and, more importantly, provide a long-term, sustainable operating model. Building upon work to-date, we will assess several internal and external factors to recommend and evaluate site(s), and ensure the experience is "right-sized" for the community.

By evaluating the total project development costs based on physical space programming, attendance estimates and segmentation, possible earned and contributed income streams, staffing, and other operating and maintenance costs, we can optimize the project for the team and mitigate the risks associated with overbuilding or mis-positioning the museum experience for its intended audience and market.

We envision a model that is rooted in sound business principles with multi-revenue streams balanced with a cultural attraction that provides the community with an experience that is compelling for repeat visitors, community members and out of town guests.

Financial Viability & Community Impact

In broad terms, the market and economic elements included will address project development costs based on physical space programming, attendance estimates, and visitor demographics. It will address operating financial performance including earned income, memberships, fundraising, staffing, and overall operating and maintenance costs.

Our guiding principle is to ensure our clients find solutions that are both compelling to the visitor, financially sustainable, and operable for the long-term. Through extensive primary and secondary research we will evaluate the existing position of the new Museum and its potential future performance as reenvisioned.

The work will include research & analysis on:

- Museum site and area market
- Comparable Institutions
- Potential Target Audience Segments
- Design Day Throughput Capacity
- Product and Service Mix
- Development Capital Required
- Operational Team and Organizational Structure
- Operations Pro Forma

Initial Fundraising Case for Support

Once “the concept” is solidified, determining its scope, content, themes, narratives, design and approximate budget, an initial case for support will be developed concurrently with the ongoing feasibility work to determine the viability of the project from a funding and sustainability perspective.

It is encouraged that local philanthropists, city and state officials, the Nevada Community Foundation, major corporate executives, and banks, be included in feasibility interviews. If it is determined that sufficient funding and sustainability can be generated for the project through a combination of private philanthropy, government appropriations, earned revenue, and private investment, we can move to the next phase of the fundraising process.

Determining whether the new entity will operate as a non-for-profit, or for profit, will determine the organizational structure that will need to be subsequently developed and planned for.

c) Proposed collaborators, subcontractors, or consultants and the work they will perform

In order to fully deliver the scope outlined in your RFP we have compiled an incomparable team of experts, as described earlier in this proposal: fundraising consultant, Barber & Associates, and communications and engagement consultancy, FM!

We will work together to leverage the best of each of our services, alongside our existing knowledge of this project, the HUNDRED Plan, the Historic Westside community, and the City of Las Vegas. All three of our firms have had a close and ongoing relationship with the City of Las Vegas. Barber & Associates and FM! have specifically worked on the early discovery phases investigating the appetite and assets for a new museum in the Historic Westside. We have a unique understanding of the cultural landscape, opportunities and challenges.

We envision a close working relationship across our entire team and with you. The team will be led by G&A. FM! will be specifically responsible for supporting community engagement work beginning in Phase I and continuing throughout the project. Their work will be critical to understanding both the assets of the community and what the community needs, wants, and can sustain for the long-term. To ensure that the Master Plan remains an active part of the community’s economic redevelopment, FM! will practice circular economics (further described in section (d)) in a dynamic way.

Barber & Associates will be tightly integrated with G&A’s strategy work. They will collaborate to ensure an appropriate fundraising strategy is determined in order to set the stage for long term success. Her deep understanding of the specific background, aims, ambitions, and motivations of this project; as well as her larger understanding of sustainability challenges facing African American museums and cultural institutions across the country will be a huge asset to the development of a comprehensive and viable plan for implementation. Her participation during the early stages ensures that the resulting development and fundraising strategy are built upon a solid foundation and set up for success.

(d) Any additional information needed to articulate your approach and plan**A Process-Oriented Approach**

Our method of working represents an evolution in combining common design processes with cutting-edge modern creativity.

Clients and design teams benefit from a clear phased approach that is common to exhibit and architectural planning and design and follows a straightforward path. We typically adhere to a simple set of phases that are easily understood and aligned with all our partners and collaborators.

We apply and adapt the learnings of Human-Centered design practice, Agile Design methods, and design culture at large throughout each phase. We include audience outreach, prototyping, testing, and evaluation. We iterate ideas inside these phases based on the findings of our outreach and evaluation.

Our research-based approach validates our ideas, adds rigor to our process, and connects us to the actual people for whom we are designing. It is invaluable.

We hold ourselves to a standard of creative excellence that demands courageous design moves. We insist on design ideas that cut through noise of our visitors' technology-rich daily lives and leave lasting memories.

Every phase of work has a set of major activities and milestones that establish a common working rhythm. There is a phase kickoff ritual. There are key workshops to develop essential deliverables early in the phase. There is a 50% milestone deliverable and presentation. There is a testing, evaluation, or audience outreach activity. There are workshops to refine ideas in the second half of the phase. And there is a 100% milestone deliverable.

These major activities and milestones are best done in person. Executive approval is essential at 100% and is strongly encouraged at 50%. Throughout each phase the client and design teams meet virtually twice a week or more.



ARMENIAN AMERICAN MUSEUM

Circular Economy Strategy & Considerations

Circular economics refers to an economy whose process for extracting, cultivating and distributing assets are restorative or regenerative by design. This allows tools, resources, and assets in a region to maintain their highest value for as long as possible. Adverse products of circular economics intentionally mine resources, and convert them to products intended to be wasted.

When applied to social and political science, circular economics is a logical and natural approach to regenerate a region's human and geographic assets.

FM! practices circular economics in a multi-faceted way. First, they invest expertise and share best-in-class resources with those in the region they are honored to serve. Secondly, they leverage economic resources from the region and intentionally collaborate with local communications and engagement agencies to implement the work. The majority of the dollars stay within the community (more than 60%), while FM! fortifies the agency's knowledge, capacity and outcomes with advanced leadership and training. Third, they tether regional experts and their work to other national communications practitioners, providing a path for continuity and sustainability beyond the initial investment. This design intentionally shifts cultural, social, political and economic power to be co-shared with everyone in the region.

The ability to practice circular economics helps improve the value and sustainability of the work as it's being developed. In support of our circular economic strategy, FM! has already begun to identify local assets for subsequent stages of project development.

Background, Understanding & Initial Thoughts

The information below provides an overview of the Summary Findings of previous work and make recommendations for next steps in this process.

Integration

Through the first phases of work, we discovered that the proposed African American Museum was part of a larger effort entitled The HUNDRED Plan, a plan to redevelop and bring economic activity to the Historic Westside community of Las Vegas. Moving forward, we believe it is critically important for the City of Las Vegas to always frame this initiative within the context of The HUNDRED Plan, as the Museum will not be able to support itself without being a part of a larger effort.

The Museum can be an anchor project, or an ancillary project, but the Museum should not be a standalone effort, as there is significant development that needs to take place in the Historic Westside community to make an economic ecosystem work.

From a strict fundraising perspective, it will be difficult to make the case for support and build a prospect base to raise the money for an African American Museum in isolation of a larger community endeavor. Moreover, there is currently community support for the African American Museum, which will likely go a long a way in building community support for The HUNDRED Plan as a whole.

Current community skepticism around The HUNDRED Plan may dissipate with an anchor project such as an African American Museum. A formal integration of the Museum into the larger HUNDRED Plan will be important for both initiatives to come to fruition.

Asset Mapping

With an interest in building an African American Museum, the City of Las Vegas will need to begin the process of identifying the assets that exist within the Historic Westside community and from African American communities across Las Vegas and the state of Nevada.

As part of our qualitative interviews, Barber & Associates began to uncover many Historic Westside and African American assets that needed to be cataloged, stored, and digitized, in an effort to prepare for this Museum.

UNLV, Claytee White, and Gwen Walker with the Walker Museum, likely have much initial historical data, archives and collections to contribute to this effort. Many others, within and outside of the Historic Westside, will likely be able to contribute to this effort. Without the historical context and assets from which the African American community evolved and thrived, it will be difficult to determine the vision, mission and focus of the Museum.

Moreover, asset mapping will likely uncover critical aspects of Las Vegas and Nevada history that have been overlooked, unappreciated or disregarded that can help tell the rich history of the evolution of the state and its residents from an African American lens. Beyond just the historical context, there will likely be important assets and stories that are uncovered demonstrating the artistic brilliance, community resilience, and entrepreneurial innovations of African Americans within the State of Nevada.

Leverage Community Partners

The City of Las Vegas has many community partners and allies across the city and state that need to be formally engaged and leveraged to help bring The HUNDRED Plan and the African American Museum to fruition. Through our work, it appears that the City is bearing the full responsibility of moving these efforts forth, which in turn, has placed an undue burden on the City's resources and human capital.

By establishing formal partnerships with aligned community partners, such as UNLV, the State of Nevada, Clark County Libraries and others across the State, the City can share the responsibility of these efforts and ensure success through a combined mutually reinforced effort.

Moreover, formalizing community partnerships will build a coalition of supporters that can actively advocate for the Historic Westside redevelopment from fundraising and development, lobbying, and resource allocation perspectives. For instance, by building a partnership with UNLV, they can share the financial commitment needed to complete this effort.

Community Recognition

Historic Westside has experienced a historical lack of investment and systemic practices that have disadvantaged the community, thereby creating a lack of community trust towards the City.

We believe that this distrust can be overcome with intentional strategies for honoring the history, accomplishments, and resilience of the community. The Westside rightly recognizes and values the community entities that have historically provided support, opportunity, and community needs (churches, small businesses/entrepreneurs, and cultural centers/museums, among others).

We recommend that the City consider honoring or memorializing these entities and their stories.

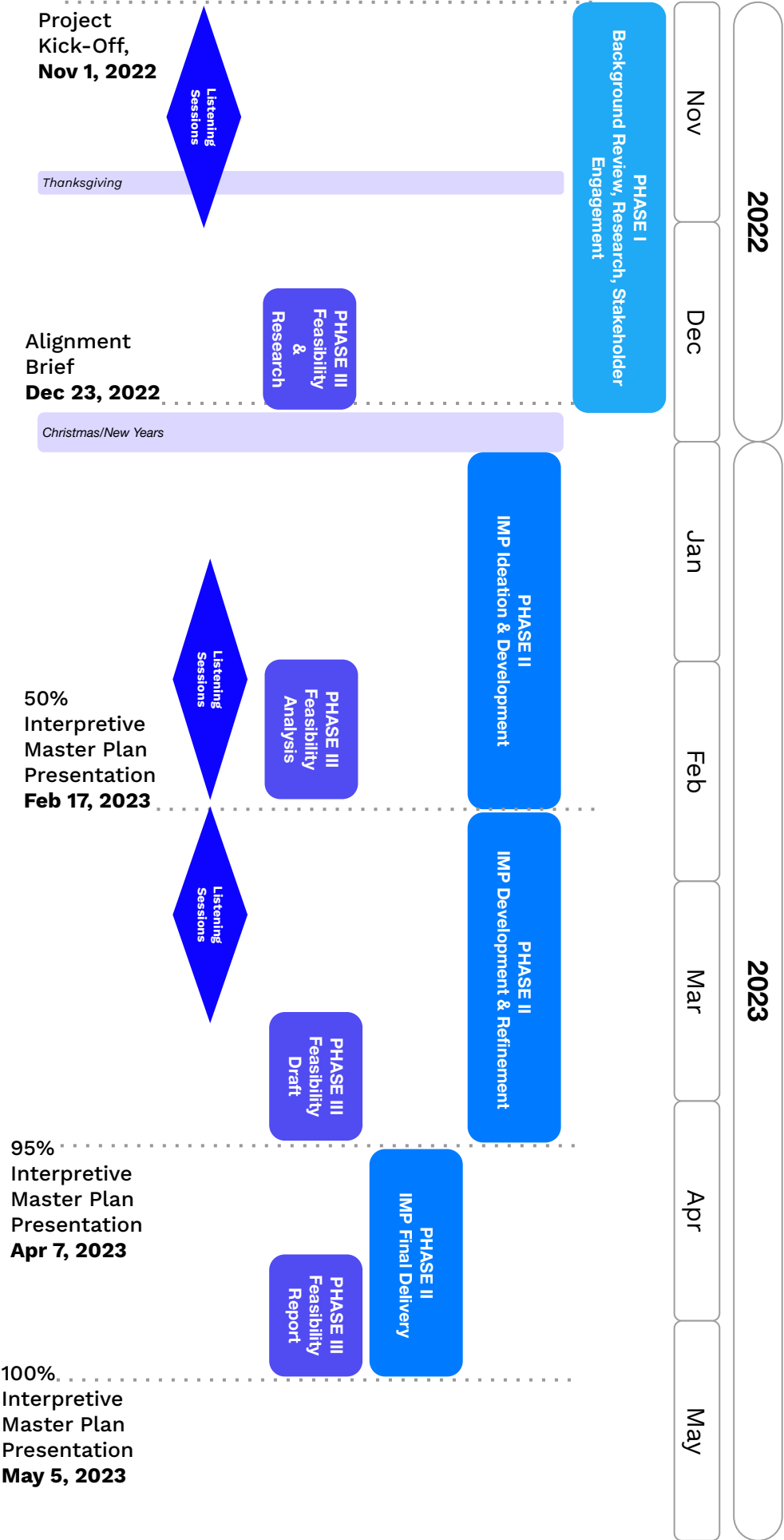
Formal Museum Committee

The City should consider solidifying a committee of trusted individuals that can lead and contribute to the efforts to create a Historic Westside Museum in collaboration with the City of Las Vegas. It will be important to get a mix of community leaders from across the Historic Westside, Las Vegas, and the state of Nevada.

Members of the committee may be historians, business leaders, community leaders, arts patrons, and/or key influencers. Committee responsibilities should include:

1. Being advocates for the Museum and HUNDRED Plan in Action;
2. Interpreting the quantitative and qualitative data that was produced through the museum survey, and;
3. Contributing to the overarching scope, content, themes, and narratives that will make up the Museum upon its opening and in the interim. Please note that this committee should operate in an advisory capacity, not fiduciary capacity, and should be explicitly distinguished from the museum Board.





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

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: <u>Gallagher & Associates, LLC</u>	
Address: <u>1140 3rd St NE, Ste 200</u>	City / ST / Zip: <u>Washington DC 20002</u>
Telephone: <u>301-656-7575</u>	EIN or DUNS: <u>52-2185723</u>
Block 2: Description / Subject Matter of Contract	
Services for: <u>African American Museum</u>	Project Number: <u>220194-SK</u>

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	Patrick Gallagher	1140 3rd St NE, Ste 200	202-669-6733
2	(100%)	Washington DC 20002	
3	Thomas Kozny	" "	202-220-7611
4	(CFO)	" "	
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.

Ivonne Gutierrez
NOTARY PUBLIC
MONTGOMERY COUNTY, MARYLAND
MY COMMISSION EXPIRES 12/4/2024

Tom P. Gutierrez
Signature

June 16, 2022
Date

Subscribed and sworn to before me this 16 day of June 2022

[Signature]
Notary Signature

