

PROFESSIONAL SERVICES CONTRACT FOR FEASIBILITY STUDY AND MARKET ASSESSMENT

THIS CONTRACT is being entered into, effective as of _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Artspace Projects, Inc., (hereinafter the "Company"), a non-profit corporation organized and existing under the laws of the State of Minnesota, having its principal office at 250 Third Avenue North, Suite 400, Minneapolis, Minnesota 55401.

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	Feasibility study and market assessment for a potential live-work development in Las Vegas.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date On Completion of services, anticipated to be no later than one year from Award Date	
Contract Type As defined in Section B-1	The contract type is Fixed Fee		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$70,000	Fixed Fee	

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
<div style="display: flex; justify-content: space-between;"> Exhibit A – Excerpted Proposal Attachment 1 - Certificate of Disclosure </div>

(c) City Project Manager Per Section D-4, (a)	Name Maggie Plaster	Phone (702) 229-5918	Email mplaster@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Wendy Holmes	Phone (612) 747-5708	Email wendy.holmes@artspace.org

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Kelli Miles, Consulting Coordinator	Address 250 3 rd Avenue North, Suite 400, Minneapolis, MN 55401	Email Kelli.miles@artspace.org

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

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

- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [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 Excerpted Proposal attached as “Exhibit A.”

C-2 Deliverables/Schedule/Fees

The Company shall provide the following Deliverables in accordance with the following delivery schedule and the City shall pay the following amounts:

Item No.	Description	Delivery Schedule	Amount
1a	Focus Group 1 conducted	2 months from Award	\$17,500
1b	Written Preliminary Feasibility report with recommendations for next steps	5 months from Award	\$17,500
2a	Core Group Kick-Off Meeting Conducted	6 months from Award	\$17,500
2b	Written Arts Market Study Findings Summary Report and Technical Report of data	12 months from Award	\$17,500

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

- (a) Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.
- (b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

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

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

D-3 Invoices [CAO-9/2020]

- (a) The Company will submit a timely detailed invoice to the City within sixty (60) days upon completion of Deliverables, in accordance with Section C-2, "Deliverables/Schedule/Pricing." 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 A-1(c), "Project Manager/Company Representative", with a copy of the applicable Deliverable associated with the invoice.
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-3/31/22]

The Company shall procure and maintain insurance as required by law and as appropriate for this Contract, including Workers' Compensation, Professional Liability, General Liability and Auto Liability Insurance coverage, at its own

expense, for all work related to the performance of this Contract. The Company must remedy at its own expense all injuries to persons and damage or loss to any City property caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

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

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

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

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
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FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:
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- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

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

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner

it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and does not remedy the failure after notice thereof is provided to City by 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 [R]

- (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 willful or negligent act or omission 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. 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.

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

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

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

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

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

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

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

Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

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

E-20 Intellectual Property Rights [R]

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

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

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

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

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

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

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

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

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

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

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 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 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO-4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

ARTSPACE PROJECTS, INC.

SignatureDate

Printed Name

Title

DocuSigned by:
Wendy Holmes8/7/2023 | 4:21 PM CDT
72D2D9D4CFEE460...
SignatureDate

Wendy Holmes
Printed Name

Sr. Vice President, Artspace
Title

ATTEST:

LuAnn D. Holmes, MMCDate
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Timothy J. Geswein8/7/2023 | 1:17 PM PDT
60C2887628DE474...
Deputy City AttorneyDate

Timothy J. Geswein
Printed Name



artspace

Preliminary Feasibility Study Proposal for the City of Las Vegas



Clockwise from top left: Trinidad, CO // Elgin, IL // Honolulu, HI





Preliminary Feasibility Study

The City of Las Vegas has invited Artspace to submit a proposal for a Preliminary Feasibility Study of affordable artist live/work housing. The purpose of this scope of work ("Purpose") is to help the City understand the potential to create a successful, affordable, self-sustaining arts development project (the "Project") in Las Vegas, Nevada. The visit and ensuing report are also intended to: help the City understand and explore key elements that determine feasibility of a project (project concept, potential sites, arts market need, funding and financing, local leadership, and alignment with broader community goals). The process will also engage key stakeholders to build support for the Project and outline the next steps necessary to move a locally-driven Project Concept forward.

Preliminary Feasibility Study Scope of Work

1. Visit Preparation.

- a. Assign two Artspace staff as project leads;
- b. Work with the City or (assignee) to set dates, customize the visit agenda and identify 6-8 key individuals to help carry out the study (the "Core Group");
- c. Conduct two conference calls with the Core Group:
 - i. Kick-off call to meet the Core Group, review visit preparation materials, and articulate goals for the visit. Artspace has a full packet of information via Google drive to help with planning and preparation that we review during this kick-off call. Artspace sets up a Google workspace for the duration of this work together.
 - ii. Pre-visit check in call, approximately one week before the visit and/or start of focus groups, to review visit details and answer any questions.
- d. Provide Core Group with preparation materials, including a sample agenda, suggested participants, and meeting planning tips;
- e. Review relevant materials about the community prior to the visit, including site map(s), concept write-ups, or floor plans;



- f. Review existing market, redevelopment, cultural planning, city planning or other appropriate available studies;
- g. Prepare a slideshow presentation that provides background on Artspace and prompts discussion during the focus groups and public meeting;
- h. For virtual focus groups Artspace uses Zoom and the Menti.com platform for interactive (typed) feedback. The use of Menti.com will require participants have web access through a handheld device or preferably a computer for full participation. Participant may join Zoom by phone (voice) only, but the experience will be limited.
- i. Confirm travel dates and provide arrival/departure times;
- j. Communicate via email or phone to assist Core Group with visit preparation, as needed;
- k. Provide phone or email interviews with local press, as requested.

2. The Visit.

- a. *Focus Group 1: Artists and Arts Organizations.* Virtually ahead of the in-person visit.
 - i. **Artists, Creatives, and Arts Organizations.** e.g. A diverse cross section of people working in the arts, creative and cultural industries, and arts-compatible community organizations. Participants should represent a diversity of perspectives, in terms of arts discipline, career stage, age, ethnic and cultural background, as well as a balance between individual artists and organizations. This meeting focuses on the articulating the project concept, understanding the market for a new arts facility, and collecting feedback about the creative sector's current assets, challenges, and opportunities.
- b. Travel to Las Vegas for one, two and a half-day visit, by two or three Artspace staff (the "Visit"). The total fee is inclusive of all travel expenses including hotel accommodations, car rental, and Artspace staff meals and travel time.
- c. In person tour of 4-5 potential project sites for new construction or building reuse. This tour should also include a tour of existing arts districts, existing assets, and facilities as well as a general tour of the priority area(s) under consideration for this Project.



- d. *Focus Group 2: Equity in Space* conversation or luncheon with diverse leaders and artists identifying as **Black, Indigenous or as a Person of Color (BIPOC) or LGBTQIA+, or other historically marginalized communities**. The conversation and breakout sessions focus on issues relating to access and equity in creative spaces.
- e. *Focus Group 3: Civic/Finance Leaders*. Can be in person or virtual after the visit. The meeting includes a short presentation to introduce the Artspace model and facilitate a discussion on community goals, sites, and funding ideas. Focus group meetings educate about arts facility development, elicit feedback on the Project, and provide a platform for questions, concerns, and support. The following stakeholder groups should be invited to this discussion:
 - i. **Civic Leadership**. e.g. Key City, County and/or State staff and elected officials, as well as leaders from other community groups such as a chamber of commerce, tourism board, main street organization, and Rotary Club, etc. This meeting focuses on civic involvement, a shared vision for development, current initiatives, and complementary community goals.
 - ii. **Funding and Financing Leadership** e.g. Local public and private funders, economic development officials, nonprofit developers, and representatives from local banks and businesses. This meeting focuses on how affordable mixed-use arts facilities are developed and sustained as well as available funding sources and tools for predevelopment and development; and potential partners/tenants/programs that will bolster the project's sustainable community impact.
- f. Present and host a public meeting of the community's choosing. The format for this meeting is up to the community and must follow pandemic best practices. Formats can range from a presentation slideshow about the Artspace model and the proposed project as well as a facilitated Q&A session to receive community input and answer questions; a community open house with tables and exercises to receive input from the broader community; a happy hour meet and greet format with artists in a creative space in the community for deeper conversation with a selected group.
- g. Breakfast meeting with the Core Group to discuss the project concept, answer questions and discuss initial impressions from the Visit.

3. Post-Visit

- a. Compile notes and perform any necessary additional research;



- b. Write a Preliminary Feasibility Report based on the six criteria of an Artspace project and deliver first draft 6-8 weeks after the final focus group;
- c. Facilitate a conference call with Core Group to discuss draft report, next steps, and suggested revisions. If Core Group is unavailable by phone, it may choose to compile edits from the group into one document and share via email;
- d. Finalize and deliver final report 2-3 weeks after receiving one round of Core Group edits. If edits are not received within 4 weeks of delivery of draft report, Artspace will independently finalize and deliver the final report.

Deliverables:

- Preliminary Feasibility Report



Budget, Timeline and Fee Disbursement

Budget

The fee for the proposed Preliminary Feasibility Study is \$35,000. This flat fee includes staff time, deliverables, and travel expenses and travel time.

This contract is set up not to exceed the total fee of \$35,000 as noted above unless another agreement is put into place with a specific work scope. For additional services, Artspace charges \$300 per hour for its consulting work.

Timeline and Fee Disbursement

~~Scope of Work will commence upon receipt of deposit.~~

~~This timeline assumes that a contract is signed and an initial payment of \$17,500 (1/2 of the work fee) is received by [STARTING MONTH] 2023. The second \$17,500 would be due within 30 days of the delivery of the draft Preliminary Feasibility Study and final deliverables of this contract.~~



Additional Notes on Roles and Responsibilities

The City of Las Vegas agrees to:

- Assign a main point of contact/proxy for the City's communication with Artspace.
- Provide any relevant documents for Artspace's review prior to the initial visit.
- Create an agenda for the PFS visit, based upon the sample provided, and share with Artspace no less than two (2) weeks before the visit.
- Coordinate the Core Group members roles and responsibilities.
- Coordinate logistics for the execution of the agenda. Which includes:
 - a. Identifying and inviting the appropriate individuals or groups and tracking RSVPs.
 - b. Promoting the public meeting, encouraging artists, community members, stakeholders and all to attend. We suggest having a small budget set aside for food/entertainment for the public meeting and any graphics or printing in the range of \$1,000-\$2,000 or in-kind donations. Artspace does not cover these fees.
 - c. Creating any sort of collateral materials needed for the public open house or social media announcements and paying any associated graphic design fees. Artspace can provide examples from other communities.
 - d. Securing space (and/or time) and setting up for all focus groups and meetings.
 - e. Providing technology for in-person presentations, which includes projector, screen/blank wall, power source, microphone, and extension cord (if needed). Artspace will bring a mac laptop and adaptor to plug into provided projector. Artspace has a zoom link for the virtual focus groups.
 - f. Arranging for site and area tour.
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by the City of Las Vegas or necessitated by changes initiated by same.



artspace

Arts Market Study Proposal for the City of Las Vegas



Clockwise from top left: Trinidad, CO // Elgin, IL // Honolulu, HI



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Arts Market Study

The City of Las Vegas (“City”) has invited Artspace to submit a proposal for an Arts Market Study of Individual Artists/Creatives. The statistical data will inform the next steps for a proposed creative space development project (“Project”). The Project will be defined as an affordable, arts-focused live/work mixed use facility. The Arts Market Study will include an online Arts Market Survey (“Survey”) to collect quantifiable space needs data and demographic information from individual artists/creatives living/working in Las Vegas and regionally with “regionally” defined generally as a 50-mile radius from the city. The purpose of this scope of work (“Purpose”) is to provide the City with market feasibility and space demand findings that can inform a project concept and next step recommendations.

* Please note: Work may be conducted both in-person and virtually as appropriate for efficiency, accessibility and for safety relative to the COVID-19 pandemic. In-person meetings are conditioned on status of COVID-19 pandemic and mutually agreed upon protocols

Step I: Arts Market Study (AMS)

The Arts Market Study (AMS) includes an online survey and subsequent analysis of the data including, types of spaces, amenities, price points, and a description of the artists/creatives who need space. The survey will collect data from artists living, working, and/or doing business in Las Vegas and the surrounding region. There is an option to reach as wide as a 50-mile radius around Las Vegas. The survey instrument is designed to assess the demand for affordable live/work, studio-only and shared spaces; reveal the demographics of interested artists and form an interest list for people who may want space in a completed project. Artspace relies on a local partner (City of Las Vegas or assignee) and a Core Group of project supporters to promote the survey locally and ensure a robust response. The cost of promotion, stipends for volunteers, design, printing, and other related promotional costs are not included in this proposal and are the responsibility of the City. An additional modest budget is suggested to support this work. Artspace does provide tools and guidance to the City and Core Group. Artspace will deliver a Technical Report of data findings and a Summary Report of Recommendations. These reports offer insight to inform an Artspace developed project concept as well as to advance creative space projects lead by local property developers and owners. It may also be used to inform new policies that support affordable, creative live/work housing and workspace infrastructure. Collected data will reveal whether demand is sufficient for an Artspace project to proceed to a next, predevelopment phase of work.



1. Survey Preparation

- a. Provide City of Las Vegas with online access to the Artspace Survey Outreach Packet. The packet includes original documents to guide outreach strategy, templates to organize the outreach effort, and examples from other communities. This content can be used in websites, social media, printed materials, and for coordinating events. Hold a coordination call with City of Las Vegas.
- b. Create a timeline for the Scope, outlining tasks and target dates for both Artspace and City of Las Vegas, ("Timeline");
- c. Facilitate one Core Group Kick-Off phone call with the City of Las Vegas, or assignee and the Core Group (defined in Exhibit C) to walk through the Timeline and the Artspace Survey Outreach Packet, review the goals of the study, and discuss the roles of the Core Group, collect information to refine survey draft, and answer any questions.
- d. Create a customized survey instrument(s) based on the survey template with up to three modifications:
 - i. Send Core Group customized survey instrument(s) for review and input. The City of Las Vegas will have one week from delivery of the draft survey to review and test online functionality and provide feedback or suggested edits (as defined per Timeline). The City (or assignee) should compile all feedback and edits from the Core Group into one document and submit via email for Artspace's review;
 - ii. If City (or assignee) requests changes to the survey instrument, one conference call may be held on or prior to the Feedback Due Date (as defined by Timeline) to discuss the proposed changes. If City (or assignee) does not provide feedback by the Feedback Due Date, Artspace will independently finalize the survey instrument; and
 - iii. Present a final draft to City of Las Vegas.
- e. Create a web page to host the survey link, if requested.
- f. Support outreach efforts by providing guidance and reviewing promotional materials developed by City of Las Vegas. All materials that include Artspace's name, logo and/or images must be sent to Artspace for review prior to release.



2. Survey Launch Event and Ongoing Support

- a. Facilitate a planning conference call with City and Core Group to discuss the in-person Survey Launch Event, additional video conference meetings (as further described in 2.b. and 2.b.i.) and survey promotion planning and implementation.
- b. A Survey Launch Event (virtual or in-person) will be scheduled for a mutually agreed upon date and time. Artspace staff is available to participate in up to two additional virtual or in-person meetings to aid in the promotion of the survey with groups or individuals convened by City of Las Vegas. In-person meetings will be scheduled on the same day as Launch Event or the following day, subject to travel itinerary with a one-night stay only. Virtual meetings may be scheduled at any time during the survey run. The objective of these meetings is to promote the survey broadly and inclusively. One meeting may for example, be dedicated to BIPOC (Black Indigenous, People of Color) and other historically underrepresented people who are local community leaders and/or active in the creative sector. Total hours for the Survey Launch event and additional survey (in-person or virtual) promotion meetings shall not exceed four hours.
 - i. Launch Event and Survey Promotion Meeting presentations will include a summary of the initiative to date, information about the survey and a call-to-action to take the survey. Following the presentations, Artspace will facilitate a question and answer period.
- c. Provide weekly detailed survey data updates to support outreach strategy.

3. Survey Analysis and Reporting

- a. Coordinate customization of the analysis, as requested by the City. Customization included in this Scope may involve:
 - i. Cross-tabulation via SPSS of up to two additional survey questions. This analysis will be provided in an electronic Excel spreadsheet or in the report as appropriate.

Note: Cross-tabulation is only available on certain question types. City of Las Vegas should provide requests during or before instrument development to ensure that the survey design will permit the request. Artspace does not guarantee that all requests for cross-tabulation can be fulfilled.

- b. Deliver the Findings Summary and Technical Report that articulates methodology and summarizes statistical information on the individual artists interested in space in the Project. The report also includes



recommendations and design guidelines in the context of the Project. If City (or assignee) does not provide feedback by the Feedback Due Date, Artspace will independently finalize the report.

- c. Compile and deliver supplementary materials, including:
 - i. Contact information of respondents to the survey who wish to receive follow up notices;
 - ii. Verbatim responses provided from open-ended text fields;
 - iii. Summary of total respondent data;
 - iv. Zip code data; and
 - v. Data summary from City of Las Vegas customized survey questions.

Note: Artspace will not provide raw survey data under this contract.

Deliverables: Technical Report of data and Summary Report of Findings and Recommendations

Total Deliverables

1. Arts Market Study Findings Summary Report
2. Arts Market Study Technical Report of data

All deliverables will be provided digitally. Up to five (5) hard copies of the Report of Findings Summary Report and Technical Report can be provided upon request.



Timeline and Fee Disbursement

Budget

Two primary Artspace staff will be assigned to lead this work with broader Artspace Consulting and Development Team support. The fee for the proposed Arts Market Study is \$35,000. This flat fee includes staff time and deliverables.

This contract is set up not to exceed the total fee of \$35,000 as noted above unless another agreement is put into place with a specific work scope. For additional services, Artspace charges \$300 per hour for its consulting work.

~~Timeline and Fee Disbursement~~

~~Scope of Work will commence upon receipt of deposit.~~

~~This timeline assumes that a contract is signed and an initial payment of \$17,500 (1/2 of the work fee) is received by work commencement. The second \$17,500 would be due within 30 days of final deliverables of this contract. This proposed fee is valid until July 2024.~~



Additional Notes on Roles and Responsibilities

The City agrees to:

- Assign a main point of contact/proxy for communication with Artspace;
- Coordinate logistics for the execution of the scope of work. Including:
 - a. Assembling a Core Group or steering committee of stakeholders to assist with the AMS implementation and promotion.
 - b. Identifying and inviting the appropriate individuals and organizations to participate in public meetings related to the AMS.
 - c. Responding to requests for feedback on reports, survey tools and other deliverables with timely edits in agreed upon format.
- Budget for necessary staffing, volunteer stipends, design, printing, and other AMS promotional costs that may be incurred.