



NOTICE OF MEETING AND AGENDA

SOUTHERN NEVADA REGIONAL PLANNING COALITION BOARD

NOTICE IS HEREBY GIVEN that a meeting of the Southern Nevada Regional Planning Coalition Board has been called and will be held at **4:00 p.m., Tuesday, May 27, 2014**, in the Clark County Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada to consider the following:

1. **Call to Order**; notice of agenda conformance with Nevada Open Meeting Law requirements.
2. **Roll Call.**
3. **Public Comment** (*No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. Comments will be limited to three minutes.*)
4. **Approval of the Agenda** for May 27, 2014 (For possible action).
5. **Approval of the Minutes** for March 25, 2014 (For possible action).
6. **Consent Items:** (For possible action - Items on the Consent Agenda may be taken in one motion unless removed for discussion or other reason).
 - a. **Southern Nevada Strong Consortium Committee nominees**
 - b. **SNRPC FY 2014-2015 Budget Summary per Board approval on March 25, 2014**

Take appropriate action. *Recommended action – Accept and approve all consent items; and take appropriate action.*

7. Consideration of renewal of an **Agreement for the Production of Annual Regional Long-Range Population Forecasts**. Take appropriate action. *Recommended action – Approve the Agreement for the Production of Annual Long-Range Population Forecasts.*
8. Consideration of an **SNRPC Regional Open Space and Trails Workgroup Facilitation Services Contract Renewal**. (For possible action). *Recommended action – Approve the SNRPC Regional Open Space and Trails Workgroup Facilitation Services Contract Renewal.*

9. The next date and location for a regular meeting of the SNRPC Board is tentatively scheduled for **Tuesday, June 24, 2014 at 4:00 p.m.**, in the Clark County Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada.
10. **Member Comment:** Consisting of general comments, announcements and proposals for future agenda items. *(No action may be taken upon a matter raised during a period devoted to member comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)*
11. **Public Comment.** *(No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. Comments will be limited to three minutes.)*
12. **Adjournment.**

Please be aware of the following: that items on the agenda may be taken out of order; the SNRPC Board may combine two or more agenda items for consideration; the SNRPC Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time; and the SNRPC Board may impose a time limit for speaking on an item on the agenda where public comment or testimony is allowed.

The Clark County Commission Chambers are accessible to individuals with disabilities. With twenty-four (24) hour advance request a sign language interpreter may be made available phone 455-3530 or TDD (702)385-7486 or “Relay Nevada” may be contacted by dialing 7-1-1. Assistive listening devices are available upon request at the staff table.

Agenda and back up materials can be obtained upon request. Contact Debi Leigh (702)267-1530 or send an email to: debi.leigh@cityofhenderson.com

This agenda was posted per Nevada Open Meeting Law requirements at the following locations:

Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, NV
City of Las Vegas, 495 S. Main Street, Las Vegas, NV
City of North Las Vegas, 2250 Las Vegas Boulevard N., North Las Vegas, NV
City of Henderson, 240 S. Water Street, Henderson, NV
City of Boulder City, 401 California Avenue, Boulder City, NV
Clark County School District, 5100 W. Sahara Avenue, Las Vegas, NV
www.snrpc.org

MEETING MINUTES
COALITION BOARD

SOUTHERN NEVADA REGIONAL PLANNING COALITION

March 25, 2014

In attendance:

Councilman Wade Wagner, CHAIR, City of North Las Vegas
Councilman Cam Walker, VICE CHAIR, City of Boulder City
Councilman Isaac Barron, City of North Las Vegas
Commissioner Chris Giunchigliani, Clark County
Commissioner Steve Sisolak, Clark County
Councilman Bob Coffin, City of Las Vegas
Councilwoman Gerri Schroder, City of Henderson
Councilman Bob Beers, City of Las Vegas

Absent:

Councilman Sam Bateman, City of Henderson
Trustee Linda E. Young, Clark County School District

Agenda Item 1. Call to Order; notice of agenda conformance with Nevada Open Meeting Law requirements.

The meeting of the Southern Nevada Regional Planning Coalition Board was called to order by Councilman Wagner, City of North Las Vegas, Chair, at 4:04 p.m., on Tuesday, March 25, 2014, in the Clark County Commission Chambers, Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada.

It was confirmed that the agenda for the March 25, 2014, meeting was duly posted in compliance with the Nevada Open Meeting Law requirements.

Agenda Item 2. Roll Call.

Members of the SNRPC Board, as listed above, were present except Councilman Sam Bateman and Trustee Young. Councilman Beers and Commissioner Giunchigliani had not arrived yet.

Agenda Item 3. Public Comment.

No comments were given.

Agenda Item 4. Approval of the Agenda for March 25, 2014.

A motion was made by Councilman Walker to approve the agenda for the March 25, 2014 meeting. The motion was approved unanimously.

Agenda Item 5. Approval of the Minutes for the February 25, 2014 meeting.

A motion was made by Councilwoman Schroder to approve the minutes of the February 25, 2014 meeting. The motion was approved unanimously.

Agenda Item 6. CONSENT ITEMS a. Schools Plan Working Group Progress Report. b. Regional Analysis of Impediments to Fair Housing Choice. Recommended action – Accept and approve all consent items.

Having no discussion on the items, A motion was made by Commissioner Sisolak to approve the Consent Items. The motion was approved unanimously.

Councilman Beers arrived at 4:07.

Agenda Item 7. Receive a report on Asset Mapping & Collaboration of Services by the Regional Initiatives Office. Recommended action – Receive the report and direct staff as necessary.

Tyrone Thompson, Regional Initiatives Coordinator gave a report regarding services offered to homeless and the locations throughout the valley. In order to gain an insight of the various projects and type of services offered, Mr. Thompson provided a map along with detailed information for each site. The providers, included in the report and map, are users of the Homeless Management Information System (HMIS) which is used universally in Southern Nevada Continuum of Care.

Mr. Thompson reviewed the types of services to include emergency shelters, permanent housing, permanent supportive housing, shelters and transitional housing. Different variations of those services exist at locations throughout the valley, mainly concentrated in the City of Las Vegas and Unincorporated Clark County. Many of the services shown on the asset map provide programs throughout the region, not just the area where they are located.

Councilwoman Schroder commented that she was aware of other service locations in Henderson that were not shown on the materials presented. Mr. Thompson explained that not all providers participate in the HMIS system as well as the fact that service provider office locations do not reflect the areas in which those services reach.

Councilman Coffin asked when a “wet shelter” (shelter that allows chronic inebriates or people under the influence) will be available. Mr. Thompson explained that they are in the early stages of working on an interlocal agreement with Westcare which includes this criteria. He explained that more specialized professionals and additional costs will be involved. Councilman Coffin suggested we start looking for the most suitable locations and the appropriate zoning.

Commissioner Giunchigliani arrived at 4:16.

Mr. Thompson provided some highlights of current program efforts. He attended a meeting with HUD, Secretary Shaun Donovan. The meeting was to discuss homelessness in the valley and the Affordable Care Act. Mr. Thompson was pleased to report that on a federal level, HUD praised Southern Nevada for their coordination of resources and best practices.

On April 3, an overall intervention assessment by the Regional Initiatives Office (RIO) will take place from 6 a.m. to noon. The RIO and partners will provide community outreach and homeless intervention at Foremaster and Main, in the downtown Las Vegas area.

Las Vegas Metro has an initiative called The Giving Project. The first event will take place on April 5th. The Giving Project's purpose and goal is to allow the community to give responsibly. Las Vegas Metro's Downtown Area Command staff will provide an alternative to people leaving donated goods on the street which can create hazards and unwanted debris. Events will take place once a month and its location will vary. Commissioner Sisolak expressed concern regarding what level of staff are involved in these efforts. Mr. Thompson explained that it is part of the Downtown Area Command. Councilman Coffin is aware of the program and offered some input. He explained that it is an effort to control traffic and facilitate an organized donation location which will provide a safer option than people stopping in traffic to hand out goods.

Commissioner Giunchigliani suggested that the RIO look into non-commissioned officers to help with the efforts. She also suggested that more drop boxes be provided along Main Street for donations. She cited various locations that have a large population of homeless and proposed that security lights or cameras being placed to deter homeless from congregating. The Commissioner also suggested that the national policies need to be looked at regarding the criteria for allowing more homeless on campus or in the programs.

An RFP has been sent out for multi-disciplined outreach teams to conduct homeless intervention.

The Homeless Census will now be conducted annually. The current Census numbers will be available around the end of May. A grant was awarded to help in the efforts to conduct the count this year.

May 1 is the beginning of Summer Day Shelters and cooling stations will be available during inclement weather. Hydration teams will also be in force to deliver water to individuals in need. Commissioner Giunchigliani was concerned about who will be served by the hydration teams. She expressed that she would like to see the statistics as to why we are moving from cooling to hydration and handing out bottles of water. She questioned whether a problem exists and what has happened to lead up to this.

Commissioner Giunchigliani also asked the RIO to consider other time frames besides those used in the past for conducting the census. She explained that she knows where the homeless are located in her district and after having participated in the count for the past three years, she discovered that homeless were not physically at the location during the hours of the census. She worries that the time frame does not account for some movement that occurs.

Commissioner Sisolak expressed that we may be sending out the wrong message by organizing the donations drop offs, but we are handing out bottles of water on the street. He questioned whether we are handling the situation effectively. Mr. Thompson explained that it is an effort to address safety concerns during inclement weather in the summer months. Water has been distributed by charity organizations and Metro in the previous years and will continue along with efforts to increase water donations for distribution. Mr. Thompson said the goal is to better coordinate these efforts.

Councilman Coffin expressed that there needs to be better communication between the RIO and the shelter locations in the City of Las Vegas. He spoke of an incident that occurred in December when his staff tried to reach the RIO office to coordinate the opening of a shelter and a delay in communication held up actions.

Councilwoman Schroder asked that the RIO follow up in a few months report what each of the jurisdictions are doing and who is involved regarding the hydration efforts.

Commissioner Sisolak asked Mr. Thompson to meet with him and brief him on what is taking place regarding the topics presented.

A motion was not necessary for this item.

Agenda Item 8. Receive a progress report from the Regional Open Space and Trails Workgroup. Recommended action – Accept the SNRPC Regional Open space & Trails Workgroup report.

Johanna Murphy, City of North Las Vegas and Mauricia Baca, Outside Las Vegas Foundation presented a progress report for the Regional Open Space and Trails (ROST) Workgroup highlighting the accomplishments in 2013 and the goals set for 2014. Ms. Baca covered the chartered purpose and goals as well as accomplishments and goals related to the ROST Workplan. One of the ROST key goals has been to produce a Regional Trails Map. Ms. Baca displayed the first print run of the map. The UNLV Downtown Design Center donated many hours to create the map.

Councilman Beers asked how often the map will be updated. He announced that there are new regional trail developments taking place in Ward 2 of the City of Las Vegas. Ms. Baca said the map will be updated as needed and as funding is available, possibly every six months. A digital version is available online that will be more easily updated. The first run will be distributed to all of the jurisdictions and comments for corrections will be requested. Those corrections will be incorporated in future print runs.

Councilman Coffin suggested a smart phone app. Ms. Baca explained that they will put their feelers out to find grant money or resources to develop an app.

Commissioner Giunchigliani suggested that symbols be included in the map for restroom facilities. Ms. Baca explained that the trailheads are indicated on the map and all trail details are included in the online version.

Ms. Baca discussed other highlights to include in-kind donations and the expansion of Southern Nevada Trails Day to reach a broader audience and highlight additional outdoor activities. Future events will be known as Get Outdoors Nevada (GON) Day. This year's event will be hosted by the City of North Las Vegas at Craig Ranch Regional Park. GON location will rotate annually.

A motion was not necessary for this item.

Agenda Item 9. Consideration of the SNRPC FY 2014-2015 Workplan and Budget. (For possible action) Recommended action - Approve the SNRPC Workplan and Budget for FY 2014-2015.

Johanna Murphy, City of North Las Vegas presented the SNRPC Workplan and Budget for the fiscal year of 2014-2015. Ms. Murphy reviewed the proposed expenditures and revenues associated with the workplan. The recommended planning items total \$124,800 and administrative operations being \$91,430. An overall expenditure of \$216,230 was requested. The proposed workplan identifies the following as strategic priorities: Southern Nevada Strong (SNS), Multi-Jurisdictional Business License Workgroup, ROST, and Regional Schools Policy Plan. Workplan operational functions include Sustainability Outreach and Education, Regional Utility Plan Workgroup, Regional Emissions Inventory, CBER/REMI Population Forecast, Conformity Review, Regional Consensus Population Estimates, Biennial Air Quality & Transportation Report, and Land Use Projections.

Councilman Wagner, Chair, reviewed the workplan items that are under contract and those which are not. He expressed concerns with the proposed \$30,000 for the Sustainability Initiatives. He clarified that some groups have not come forward to request funding. He questioned whether we set the money aside for those programs or do we cut some.

Councilwoman Schroder asked if we can consider funding programs as they come forward to request funds. She questioned whether we could augment the budget later in the year.

Councilman Walker said it is within Boulder City's budget to provide additional contributions for feasible programs if the SNRPC decides to support a program at a later time.

Councilman Coffin explained that after looking at the past several years of the SNRPC budget he feels that the amount proposed is at the similar to the level of spending in 2008 and 2009. He also suggested we keep the proposed programs but possibly at a lower cost.

Councilman Beers wanted clarification of the staff benefit amount listed along with the salary. With the Secretary salary being \$55,861 and benefits of \$31,569, the ratio for benefits seemed higher than normal. Commissioner Sisolak agreed and said that the amounts should be looked into.

Commissioner Giunchigliani disclosed that she is the Chair of Green Chips which is one of the partner listed in the Sustainability Initiatives.

Ms. Murphy explained how the sustainability programs were shown on last years budget were specific versus the new format being presented this year. She added that the \$30,000 is a combined total which covers programs that were recommended by the Sustainability Working Group.

Jon Wardlaw, Clark County clarified that the salary and benefits figures were provided Clark County Finance Division and that we would double check them.

Councilman Wagner, Chair, suggested the Board not leave the money on the table. He feels we need to protect the money and be responsible with it.

A motion was made by Commissioner Giunchigliani to approve the SNRPC Workplan and Budget for FY 2014-2015 with consideration of the salary and benefits being confirmed and to reduce the budget amount for Sustainability Initiatives to \$12,500, which will match the prior year's amount. She also suggested that in the future we have a better process for groups who want support and funding. Groups need to bring proposal and request funds within the timeframe of the budget being drafted. She added that the allocation of funds for Sustainability will need to be approved by the Board. The motion was approved unanimously.

Agenda Item 10. The next date and location for a regular meeting of the SNRPC Board is tentatively scheduled for Tuesday, April 22, 2014 at 4:00 p.m., in the Clark County Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada.

Councilman Wagner, Chair, announced that the next date and location for a regular meeting of the SNRPC Board was scheduled for Tuesday, April 22, 2014 and that this meeting could be cancelled due to no agenda items.

A motion was made by Commissioner Giunchigliani to cancel the April Coalition Board meeting. The motion was approved unanimously.

Agenda Item 11. Member Comment.

Councilwoman Schroder shared that she attended to a meeting in Washington D.C. with HUD representatives and that they are aware of the Southern Nevada Strong Initiatives.

Commissioner Giunchigliani added that even though it was mentioned that the Southern Nevada Strong funding and support contract was up after FY 2014-2015, it didn't imply that SNRPC would not support future efforts related to the program.

Councilman Beers added that after looking at the budget spreadsheets and comparing last year to the coming year salary and benefits figures, he was still confused as to why the amount were higher. Chair Wagner added that Commissioner Giunchigliani's motion included verification of the benefit amounts and necessary adjustments could be made without coming back to the Board.

Councilman Barron shared that the City of North Las Vegas would be sponsoring a Cesar Chavez Day at the Craig Ranch Park on April 29th. He invited everyone to join in the festivities.

Agenda Item 12. Public Comment.

No comments were given.

Agenda Item 13. Adjournment.

The meeting was adjourned at 5:40 p.m.



**SOUTHERN NEVADA REGIONAL
PLANNING COALITION
AGENDA ITEM – 6 a.**

TYPE OF MEETING: COALITION BOARD
MEETING DATE: May 27, 2014

SUBJECT	Southern Nevada Strong Consortium Committee
SPONSORED BY	City Of Henderson
AGENDA ITEM DESCRIPTION	Southern Nevada Strong Consortium Committee Nominees

VOTE PROCEDURE:

Administrative Majority Super Majority

FISCAL IMPACT:

No Impact Impact Estimated total: Per entity cost:

BACKGROUND INFORMATION:

The following nominees are slated for the SNS Consortium Committee:

Robert Elliot, Senior Vice President of Public Affairs, Las Vegas Convention & Visitors Authority (LVCVA)

Bart Patterson, President, Nevada State College

Alex Harman, Staff Director and General Counsel, Congressman Horsford's Office

SUPPORTING DOCUMENTATION:

Nominee Biographies
Current Consortium Committee Member Biographies

RECOMMENDED MOTION:

Approve the nominees for Consortium Committee membership.

Contact Information: Name: Stephanie Garcia-Vause Phone Number: 267-1536



Rob Elliott, Consortium Committee Nominee
Senior Vice President of Public Affairs, Las Vegas Convention & Visitors Authority (LVCVA)

Rob Elliott is the senior vice president of public affairs for the Las Vegas Convention and Visitors Authority (LVCVA). As senior vice president of public affairs, Elliott oversees all of the organization's public affairs, government relations, corporate communications and business public relations activities as well as the Las Vegas News Bureau and the Las Vegas Host Committee. Elliott joined the LVCVA in 2013, after a distinguished career in government and public relations, including serving as Southern Nevada director for U.S. Senate Majority Leader Harry Reid, vice president of government relations for MGM Resorts International, deputy secretary of state in the Nevada Secretary of State's office, assistant to the governor of Nevada and assistant to the speaker in the Nevada Legislature



Bart Patterson, Consortium Committee Nominee
President, Nevada State College

After a long career in law in both the private and public sectors, Bart Patterson has been serving as President of Nevada State College since November 2011. Patterson looks forward to building and improving the higher education pipeline in Nevada for a deserving student population and the growth of the region. Prior to being the President of Nevada State College, Patterson was the Vice Chancellor at the Nevada System of Higher Education for two years and before that was the Chief Counsel for three years. Patterson attended Duke University School of Law and received his J.D., Law. He also attended Utah State University receiving his B.S., Political Science.



Alex Harman, Consortium Committee Nominee
Chief of Staff, Congressman Steven Horsford

Alex Harman currently holds the position of Chief of Staff for the office of Congressman Steven Horsford serving Nevada's 4th District. Harman grew up in Las Vegas and graduated from UNLV before moving to Washington D.C. to attend George Washington University Law School. He has lived in Washington but has maintained close ties to Nevada. While serving as Counsel to U.S. Senators Mark Udall of Colorado and Mazie Hirono of Hawaii, Alex worked on policy issues important to the people of the 4th District including immigration reform, transportation, and rural broadband. His years of experience in the Senate – starting with Senator Reid (D-NV) – have given him significant insight into how to effectively work within the legislative process to get things done. In addition to his law degree, Alex holds a master's degree in Legislative Affairs from the George Washington University Graduate School of Political Management.

Consortium Committee (28 total members):



Cass Palmer- Public Engagement & Equity Task Group Chair

Cass Palmer is the President and CEO of the United Way of Southern Nevada. Palmer brings more than 20 years of executive experience and local Las Vegas knowledge to his post on the Social Equity Task Group. Palmer previously held senior management positions at Tropicana Entertainment Inc., Boyd Gaming Corporation as well as Caesars Palace among others. He holds a Master's of Business Administration from the University of Nevada, Las Vegas.



Erin Breen- Transportation Task Group Chair

Erin Breen is the Director of the Safe Community Partnership Program in the Transportation Research Center at the University of Nevada, Las Vegas. Breen brings a wealth of experience in transportation with a special focus on pedestrian safety to her position with the Transportation Task Group. She holds a Bachelor's Degree from the University of Nevada, Las Vegas.



Dr. Robert Lang- Environment Task Group Chair

Dr. Robert Lang is a Professor in the Greenspun College of Urban Affairs, Director of the Brookings Mountain West at the University of Nevada, Las Vegas as well as the Executive Director of The Lincy Institute. Dr. Lang is also a Senior Fellow at the Brookings Institution and a Fellow of the Urban Land Institute, both in Washington, DC. He brings expansive knowledge and expertise to the Environment Task Group. Dr. Lang received a Ph.D. in Sociology from Rutgers University, where he also taught Urban Studies.



Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14



Dr. Shawn Gerstenberger- Healthy Communities Task Group Chair

Dr. Shawn Gerstenberger is the Executive Associate Dean of the University of Nevada, Las Vegas School of Community Health Sciences, where he oversees a team of researchers and an army of college students trying to find ways to improve quality of life and eliminate health disparities in Las Vegas. He brings years of relevant experience and research expertise to his post on the Healthy Communities Task Group. Dr. Gerstenberger holds a Ph.D. in Toxicology from the University of Illinois.



Sam Cherry - Housing Task Group Chair

Sam Cherry is owner and Chief Executive Officer of Cherry Development. Cherry was the visionary that brought downtown Las Vegas high-rise living to a reality with the creation of both Soho Lofts and Newport Lofts. Additionally, he opened Lady Silva an urban themed lounge and helped secure one of downtown's first full service grocery stores – Resnicks. Cherry has been turnkey in continuing downtown revitalization despite tough economic times. He's an ambitious entrepreneur and veteran real estate developer, bringing a wealth of passion and expertise to his post on the Housing Task Group.



Louise Helton- Consortium Committee Member

Louise Helton is Vice President at 1 Sun Solar Companies. The community activist -- and now Solar Entrepreneur -- successfully spearheaded the movement to keep fluoride in tap water, influenced Centennial License Plates and the "Classrooms on Wheels" program delivering education to underprivileged children. She also helped form Communities IN Schools which helps at risk students and served as the Director before founding the solar panel installation firm in 2007.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14



Dulcinea Rongavilla- Consortium Committee Member

Dulcinea Rongavilla is a Benefits Executive at Cragin & Pike as well as a community advocate and the former President and CEO of the Boys & Girls Clubs of Las Vegas (BGCLV). Prior to serving as President, she served as Vice President of Development for BGCLV. A graduate of Leadership Las Vegas, she is a proud Wildcat graduate from the University of Arizona.



Debra March- Consortium Committee Chair

Debra March is a Councilwoman on the Henderson City Council and Chair of the Consortium Committee. March was elected to represent the residents of Ward II in April 2011 after serving by appointment since July 2009. A Henderson resident for more than 22 years, March has a long track record of service to the City and her community. She is a Board Member for the ULI Nevada District Council; serves as Secretary of the Henderson Community Foundation; is a member of the Henderson Open Space and Trails Advisory and Henderson Limited Transition Area Committees; and served on the City of Henderson Planning Commission from 2004 to 2009.



Pamela Goynes-Brown- Consortium Committee Member

Pamela Goynes-Brown is a Councilwoman on the North Las Vegas City Council. A North Las Vegas resident since 1964, she is the first African-American woman elected to represent Ward 2. She was elected on June 2011. Goynes-Brown is an Assistant Principal in the Clark County School District, and has dedicated the past 28 years to educating children in Southern Nevada. She holds a Master's Degree from NOVA Southeastern University in Elementary Education, with an endorsement in Educational Leadership. She also holds a Bachelor's Degree in Music Education from Prairie View A & M University.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14

Ricki Y. Barlow- Consortium Committee Member



Ricki Y. Barlow took office in June 2007, as the Las Vegas City Council Representative for Ward 5. He currently serves the City by sitting on numerous boards and commissions including the California-Nevada Super Speed Ground Transportation Commission, the National League of Cities – Community Economic Development Board, the City of Las Vegas Management Committee for Emergency Operations, KIDS Vote, the Southern Nevada Gang Task Force, the Post Office Executive Committee and the National Association of Real Estate Brokers among others. Barlow takes pride in overseeing the transformation of the City's Cultural Corridor including the Neon Museum, Symphony Park and more.

Larry Brown- Consortium Committee Member



Larry Brown is a Clark County Commissioner. Brown has represented the County's Northwest Area since 1997 as a member of the Las Vegas City Council and now as a member of the County Commission. He was sworn in as Commissioner in January 2009. He has served on numerous boards, committees and organizations including the Clark County Regional Flood Control Commission and the Las Vegas Convention and Visitors Authority. Brown attended Harvard University where he earned a Bachelor's Degree in Government.

Phil Speight - Consortium Committee Member



Philip Speight is the Deputy General Manager of Administration for both the Las Vegas Valley Water District (LVVWD) and the Southern Nevada Water Authority (SNWA). Previously, Speight led the City of Henderson as City Manager for 19 years, during which time he helped create the Water Authority in 1991. Speight has been active in the Southern Nevada community, serving on various boards and commissions. Speight graduated from San Jose State University in California with a B.A. and M.A.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14



John F. Marz- Consortium Committee Member

John F. Marz is a Councilman on the Henderson City Council representing Ward III. He serves on the Clark County Debt Management Commission, and as an alternate on the Southern Nevada District Board of Health. A Henderson resident for more than 26 years, Marz also served on the Henderson Planning Commission, Foxridge Home Owners Association and Estes McDoniel Elementary School Parent Teacher Association. Marz's experience also includes four years on the Washoe County Planning Commission and four years on the Nevada State Commission on Tourism. He graduated from Brigham Young University with a bachelor's in communications with a minor in marketing.



Tina Quigley- Consortium Committee Member

Tina Quigley is the General Manager of the Regional Transportation Commission. Quigley was promoted from Deputy General Manager to General Manager of the Regional Transportation Commission of Southern Nevada (RTC) in April 2012. She oversees one of the few agencies in the country that is responsible for street and highway planning and funding, freeway and arterial traffic management and public transportation. She joined the RTC in 2005 and helped launch two bus rapid transit projects and four express routes. She also assisted with the building of three park and ride facilities, a state-of-the-art transit facility, the first-of-its-kind traffic management facility and a bus maintenance facility. Quigley holds a Bachelor of Science Degree in Aviation Business and Planning from Embry Riddle Aeronautical University.

Jacob Snow - Consortium Committee Member



Jacob Snow was appointed City Manager for the City of Henderson, Nevada in April 2012. As the City Manager, he's responsible for the City's policy direction, strategic planning and oversight of all departments and divisions of the second largest city in the state of Nevada. Previously Snow served as the General Manager of the Regional Transportation Commission of Southern Nevada from 1999 to 2012. He also served as the Assistant Director of Aviation for McCarran International Airport in Clark County, Nevada during which time he received accreditation from the Association of American Airport Executives. Snow received his Bachelor of Science Degree in Geology and a Master's Degree in Urban Planning, both from Brigham Young University.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14

Sabra Smith-Newby - Consortium Committee Member



Sabra Smith-Newby is the Director of Administrative Services for Clark County. She advises the Board of County Commissioners and County Manager regarding policy and operational issues regularly. Smith Newby oversees administration of over \$20 million annually of federal grant funds and over \$10 million annually in local general funds. She is responsible for functions of Community Resources Management, Intergovernmental Relations, Analytical & Policy Services, Town & Liaison Services, Animal Control, Code Enforcement, Graffiti Abatement, and Park Police. She previously served as Executive Director of the Nevada Institute for Children's Research and Policy at the University of Nevada, Las Vegas (UNLV). Smith Newby holds a bachelor's degree in Political Science and Economics from Wellesley College and a master's degree in Public Policy from Harvard University Kennedy School of Government.



Orlando Sanchez - Consortium Committee Vice Chair

Orlando Sanchez was appointed Deputy City Manager for the City of Las Vegas in May 2006. He currently oversees the departments of Operations and Maintenance, and Public Works. Previous posts include serving as the City of Las Vegas Neighborhood Services Department Director and Management Analyst with the then Department of Economic and Urban Development. His professional experience also includes work on the city's long-term, comprehensive facility master plan. Sanchez graduated from New Mexico State University with a Bachelor's Degree in Economics and later received a Master's Degree in Business Administration from the University of Phoenix.

Peggy Leavitt - Consortium Committee Member



Peggy Leavitt was elected to the Boulder City Council in June 2011. Leavitt currently serves as the City Council Representative of the Boulder City Friends of the Arts and the Southern Nevada Criminal Justice Advisory Council. She is also serving as a member of the Nevada League of Cities Board of Directors and on the Nevada League of Cities Legislative Committee, as well as a Representative to the Workforce Connections Council. She is also serving as an Alternate Board Member of the Southern Nevada Health District. Leavitt graduated from the University of Wyoming.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14

Ken MacDonald – Consortium Committee Member



Ken MacDonald is a Board Member with the Conservation District as well as a Partner in NewFields Environmental Planning and Compliance LLC. An environmental professional in the western United States for more than two decades, he has led major multidisciplinary environmental efforts including projects for the Hoover Dam Bypass, the Colorado River Management Plan for the Grand Canyon National Park, and the Clark County Regional Flood Control District. MacDonald is currently managing the environmental permitting process for thousands of acres of renewable energy projects in Southern Nevada. He holds a Bachelor's Degree in Biological Sciences and a Master's Degree in Business Administration from California State University, Stanislaus.

Carolyn Edwards– Consortium Committee Member



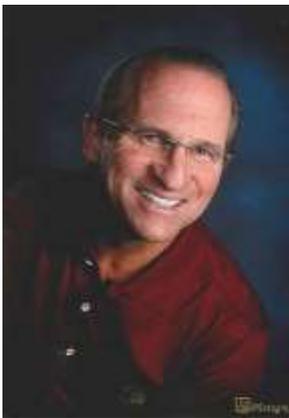
Carolyn Edwards was elected Trustee of District F both in 2006 and 2010 and is currently serving as Board president. She has resided in District F and Nevada since 1992. She served on the Attendance Zone Advisory Commission from 1999 to 2006, chairing the commission for three years. Edwards serves on the Nevada Interscholastic Activities Association Board of Control, is chair of the School Name Committee and is the immediate past president of the Nevada Association of School Boards (NASB). Edwards' awards include the 2012 NAACP Heartbeat award, the 2011 Asian Chamber of Commerce Educator of the Year award, the 2011 NASB Veteran School Board Member of the Year award, the 2009 NASB Executive Director's award, and the 2008 NASB Director of the Year award. Trustee Edwards has a bachelor's degree from Earlham College and a master's in social work from Rutgers University.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14

David Fraser– Consortium Committee Member



David Fraser is Boulder City's City Manager and is Chief Executive Officer and the Head of the Administrative Branch of the City Government. He was appointed by and is directly responsible to the Mayor and the City Council. He appoints (and removes) all officers and employees of the City, except the City Clerk, City Attorney and Municipal Court Judge. He prepares the annual budget, oversees and reports on the financial condition and future needs of the City. He supervises all departments; develops programs and alternatives for consideration by the City Council, and represents the City in negotiations with other governmental representatives. Fraser holds a Master's Degree in Public Administration from BYU (Marriott School of Management).



Michael A. Saltman, Consortium Committee Member Managing General Partner/ President The Vista Group

Michael A. Saltman is managing general partner and president for the Vista Group – developer and manager of office, retail, industrial and housing projects in Nevada, California, Florida and Utah. Saltman brings a wealth of experience to any endeavor previously serving as a Partner in several mortgage companies, attorney and corporate counsel over the years. Active in the community, he is a UNLV Foundation Trustee, Las Vegas Springs Preserve Trustee and Chairman of the Council for a Better Nevada among others. Saltman received his Bachelor of Arts from Michigan State University and Juris Doctor from Wayne State University Law School.



Ric Jimenez, Consortium Committee Member Acting Economic Development Task Group Chair National Director of Operations Rouse Properties, Inc.

Ric Jimenez is responsible for overseeing various programs and initiatives related to the day-to-day operations of the Rouse Portfolio consisting of 32 Shopping Malls in 20 states. Active in the community, Jimenez is a member of the Las Vegas Metro Chamber of Commerce, Las Vegas Latin Chamber of Commerce, and UNLV Alumni Association. He received his Bachelor of Science degree in Business Administration from the University of Nevada, Las Vegas and has been certified as a Project Management Professional by Project Management Institute.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14



Eddie Escobedo, Jr.
Consortium Committee Member
Publisher of El Mundo Las Vegas (Spanish-language weekly)

Eddie Escobedo Jr. was by his father's side as the family owned and operated El Mundo since its inception in 1980 and took over completely upon his passing in 2010. When El Mundo, the Valley's oldest Spanish language publication recently re-launched its website and remains a vital source of information for the Spanish-speaking community. Escobedo Jr. is also the VP of Marketing for the National Association of Hispanic Publications, VP of the National Hispanic Press Foundation, has served on the Las Vegas Zoning Board and on the Latin Chamber of Commerce Board of Directors.



Jeff Buchanan, Consortium Committee Member
Interim City Manager, City of North Las Vegas

Fire Chief Buchanan was named Interim City Manager in August 2013 for the City of North Las Vegas. While concurrently serving as Fire Chief, he also oversees the departments of Administrative Services, Finance, City Clerk, Human Resources, Community Services and Development, Police, Fire, Public Works and Utilities. Buchanan was made Fire Chief in February 2013. He had served as Acting Fire Chief since July 2012. He has been with the North Las Vegas Fire Department since 2001. Buchanan holds a master's degree in business administration from Touro University International, a master's in public administration from the University of Nevada, Las Vegas and a Bachelor of Science degree from Michigan State University.



Asha Jones, Consortium Committee Member
Regional Representative, Senate Majority Leader Harry Reid

Asha Jones currently serves as Regional Representative for Nevada's Senior Senator and U.S. Senate Majority Leader, Harry Reid. Her responsibilities include: outreach to various constituencies, strategy building, representing the Senator at public events and coordinating with her colleagues on Capitol Hill to help the Senator better address the needs of Nevadans. Prior to joining Senator Reid's office, Asha served as a key campaign operative on several political campaigns for candidates in Southern Nevada. Asha holds a bachelor's degree in Political Science from the University of Nevada Las Vegas and is a native Nevadan with a vested interest in community service.

Southern Nevada Strong Consortium Committee Members – UPDATED 4.08.14



Jonas R. Peterson, Consortium Committee Member
Chief Operating Officer, Las Vegas Global Economic Alliance (LVGEA)

Peterson holds the position of Chief Operating Officer with the Las Vegas Global Economic Alliance (LVGEA). Prior to joining LVGEA, Peterson served as President/CEO of the Santa Clarita Valley Economic Development Corporation (SCVEDC). During his tenure, SCVEDC quickly emerged as one of the most productive economic development organizations in California. Peterson has conducted considerable research on comparative advantage and quantitative marketing. Previous publications include "Minding Our Own Businesses: a Practitioner's Guide to Regional Business Retention and Expansion," and "Recruiting California: Why Business in the Golden State Responds to Quantitative Marketing."

Jonas received a M.S. in Community and Economic Development from Pennsylvania State University and a M.B.A. from North Dakota State University. He is a Certified Economic Developer (CEcD), graduate of Oklahoma University's Economic Development Institute (OUEDI), graduate of Stanford University's Executive Program and a Certified Business Retention and Expansion Consultant. In 2010, Jonas was recognized as Arizona's "Economic Developer of the Year" by the Arizona Association for Economic Development and as the "New Economic Developer of the Year" by the International Economic Development Council.



**SOUTHERN NEVADA REGIONAL
PLANNING COALITION
AGENDA ITEM – 6 b.**

TYPE OF MEETING: COALITION BOARD
MEETING DATE: May 27, 2014

SUBJECT	SNRPC FY 2014-15 Budget
SPONSORED BY	Planning Directors
AGENDA ITEM DESCRIPTION	SNRPC FY 2014-2015 Budget Summary per Board approval on March 25, 2014

VOTE PROCEDURE:

Administrative Majority Super Majority

FISCAL IMPACT:

No Impact Impact Estimated total: \$198,670 Per entity cost:
Cities of Las Vegas, North Las Vegas, Henderson and Clark County are each \$34,217 (20%)
and Boulder City and Clark County School District are each \$17,109 (10%)

BACKGROUND INFORMATION:

Staff has amended the budget for the fiscal year 2014-2015 to reflect the amounts approved by the SNRPC Board at the March 25, 2014 meeting.

SUPPORTING DOCUMENTATION:

SNRPC FY 2014-2015 Budget Summary

RECOMMENDED MOTION:

Accept to the summary report.

Contact Information: Name: Johanna Murphy Phone Number: (702)633-2200

Southern Nevada Regional Planning Coalition FY 2014-15 Budget



Planning Items Expenditures

Southern Nevada Strong	\$ 20,000
Regional Open Space Plan Implementation (ROST)	\$ 49,800
Regional Emissions Inventory	\$ 12,500
Sustainability Projects	\$ 12,500
CBER/REMI Population Forecast	\$ 12,500

Total Planning Items Expenditures	\$107,300
Total Administrative Operations	\$ 91,370

Total Expenditures	\$198,670
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Intergovernmental Revenues

Clark County	\$ 34,217
City of Las Vegas	\$ 34,217
City of North Las Vegas	\$ 34,217
City of Henderson	\$ 34,217
City of Boulder City	\$ 17,109
Clark County School District	\$ 17,109
Misc. Income	\$ 700

Total Revenues	\$171,786
Ending Cash From FY 2013/14	\$ 26,884

Final SNRPC FY 2014-2015 Budget	\$198,670
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**AGREEMENT
FOR THE PRODUCTION OF ANNUAL LONG-RANGE POPULATION FORECASTS
BY THE UNIVERSITY OF LAS VEGAS, NEVADA, CENTER FOR BUSINESS AND
ECONOMIC RESEARCH**

THIS AGREEMENT, effective as of the _____ day of _____, by and among the Southern Nevada Regional Planning Coalition ("SNRPC"); the Regional Transportation Commission of Southern Nevada ("RTC"); the Southern Nevada Water Authority ("SNWA"); and the Board of Regents of the Nevada System of Higher Education ("Board of Regents"), on behalf of the University of Nevada, Las Vegas Center for Business and Economic Research ("CBER"), political subdivisions of the State of Nevada.

WHEREAS, SNRPC, RTC, and SNWA are undertaking certain activities necessary for the planning execution of a project; and

WHEREAS, SNRPC, RTC, and SNWA desire to engage CBER to render certain professional advice and assistance in connection with such undertakings of the SNRPC, RTC, and SNWA; and

WHEREAS, Regional Economic Models, Inc. ("REMI") publishes a computer software program entitled "Policy Insight" (the "Software") that can be used to generate year-by-year estimates of the regional effects of certain policy initiatives. Reports created using the Software have been used in SNRPC, RTC, and SNWA regional planning and analysis documents and are widely used and accepted throughout the United States; and

WHEREAS, CBER conducts research and collects data (collectively, "Data") that may be used to generate certain reports using the Software.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** CBER shall produce a series of three (3) annual forecasts (the "Forecasts") using the most current version of the Software publicly available. Each Forecast will address population and employment in Clark County, Nevada and will include projections in yearly increments for a period of thirty (30) years, or other time period as agreed by the parties. CBER will consult with SNRPC, RTC, SNWA, and others as CBER deems necessary to produce the Forecasts and shall provide copies in electronic form to all parties.
2. **Agreement Period.** The period covered by this Agreement shall be three (3) years commencing on July 1, 2014 and ending June 30, 2017.
3. **Performance Time Frame.** CBER shall exercise reasonable efforts to produce each Forecast within six (6) months following the annual update of the Software by REMI.

4. **Method of Payment & Total Project Amount.** The SNRPC, RTC, and SNWA shall compensate CBER for its services, however, it is expressly understood and agreed that in no event will the total to be paid exceed the sum of **\$36,000.00 annually.**

SNRPC, RTC, and SNWA will each be responsible for one third (1/3) of the total amount due. CBER agrees to individually invoice the SNRPC, RTC, and SNWA for one-third (1/3) of the total annual costs no later than 30 days following delivery of the final draft of the report. The SNRPC, RTC, and SNWA will individually make payment to CBER within 30 days of receipt of the invoice.

5. **General Terms and Conditions.**

- A. **Termination of Agreement:** The SNRPC, RTC, or SNWA shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to CBER. In the event of an early termination of this Agreement in its entirety, CBER shall be entitled to receive compensation from SNRPC, RTC, and SNWA equal to the Annual Fee multiplied by the percentage of the current Forecast completed as of the termination date.
- B. **Changes.** The SNRPC, RTC, and SNWA may, from time to time, request changes in the scope of services of CBER to be performed hereunder. Such changes, including the increase or decrease in the amount of CBER's compensation, which are mutually agreed upon between the SNRPC, RTC, SNWA, and CBER, shall be in writing and upon execution shall become part of the Agreement.
- C. **Assignability.** Any assignment or attempted assignment of this Agreement by CBER without the prior written consent of SNRPC, RTC, and SNWA shall be void; provided, however, that claims for money due or to become due to CBER from the SNRPC, RTC, or SNWA under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished in writing to the SNRPC, RTC, and SNWA.
- D. **Audit.** SNRPC, RTC, and SNWA, or any of its duly authorized representatives shall have access to any books, documents, papers, and records of CBER which are pertinent to CBER's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. CBER shall maintain and dispose of records in accordance with Nevada Administrative Code Chapter 239.
- E. **Ownership of Data.** CBER shall retain all rights associated with its data. CBER grants to SNRPC, RTC, and SNWA a non-exclusive license to make use of any data gathered or generated in connection with this Agreement.
- F. **Governing Law.** This Agreement shall be governed by the laws of the State of Nevada.
- G. **Subcontractors.** CBER shall not subcontract this project without prior written approval by the SNRPC, RTC, and SNWA.

H. Notices. Any notice concerning the terms and conditions of this Agreement from CBER to the SNRPC, RTC, or SNWA shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

SNRPC Southern Nevada Regional Planning Coalition
240 Water Street, Mail Stop 115
Henderson, Nevada 89009
Attn: Debi Leigh
Phone: 267-1530 Fax: 267-1501

RTC Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106-4512
Attn: Beth Xie
Phone: 676-1722 Fax: 676-1518

SNWA Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, NV 89106
Attn: Ayoub Ayoub
Phone: 862-3709 Fax: 875-7010

CBER Board of Regents, NSHE, obo UNLV, CBER
4505 Maryland Parkway
Mailstop 1451055
Las Vegas, NV 89154-1037
Attn: David Paul
Phone: 895-1357 Fax: 895-4379
Email: osp@unlv.edu

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Any party may change its address in reference to notices by written notification to the other parties.

6. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto.
7. **Independent Contractor.** CBER is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CBER to perform work under the terms of the Agreement shall be and remain at all times, employees of CBER for all purposes. CBER, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of SNRPC, RTC, or SNWA. It is acknowledged by CBER that SNRPC, RTC, and SNWA shall not:
 - A. Withhold income taxes, social security, or any other amount of any nature whatsoever.
 - B. Provide Industrial Insurance Coverage;

- C. Provide sick or vacation leave, holiday pay, retirement benefits, or health, life, dental, long-term disability, or workers compensation insurance benefits, to CBER, its agents or employees; or
 - D. Provide unemployment Compensation Coverage, if the requirements of NRS 612.085 for Independent Contractors are met.
8. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases to exist. The parties agree to promptly notify the other party of any condition that might interfere with performance of this Agreement. Notification shall not relieve the parties of any responsibilities hereunder.
9. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between SNRPC, RTC, SNWA, and the Board of Regents and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written agreement signed by SNRPC, RTC, SNWA, and the Board of Regents.
10. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
11. **Counterpart Signatures.** The parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document.

**BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER
EDUCATION, ON BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS**

Date:

BY: _____
**David Paul, Executive Director
Office of Sponsored Programs**

CENTER FOR BUSINESS & ECONOMIC RESEARCH

Date:

BY: _____
Stephen P. A. Brown, Ph.D., Director

SOUTHERN NEVADA REGIONAL PLANNING COALITION

Date:

BY: _____
Wade Wagner, Chair

**REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA**

Date:

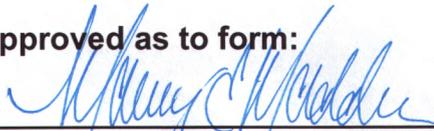
BY: _____
Tina Quigley, General Manager

SOUTHERN NEVADA WATER AUTHORITY

Date:

BY: _____
John J. Entsminger, General Manager

Approved as to form:



**Mary E. Madden
Deputy Counsel, SNWA**



SOUTHERN NEVADA REGIONAL PLANNING COALITION AGENDA ITEM - 8

TYPE OF MEETING: COALITION BOARD
MEETING DATE: May 27, 2014

SUBJECT	SNRPC Regional Open Space and Trails Workgroup Facilitation Services Contract Renewal
SPONSORED BY	City of North Las Vegas
AGENDA ITEM DESCRIPTION	Consideration of an SNRPC Regional Open Space and Trails Workgroup Facilitation Services Contract Renewal

VOTE PROCEDURE:

Administrative Majority Super Majority

FISCAL IMPACT:

No Impact Impact Estimated total: \$49,800 Per entity cost:
Funded in FY 2014-2015 Budget

BACKGROUND INFORMATION:

The SNRPC formalized the Regional Open Space and Trails (ROST) Workgroup on January 17, 2008 by signing a charter with the Southern Nevada Area Partnership (SNAP). The Workgroup is an interagency team that includes representatives from the SNRPC Member Entities, SNAP Agencies (Bureau of Land Management, National Park Service, the US Fish and Wildlife Service, and the US Forest Service) and other stakeholders, such as Southern Nevada Health District and the City of Mesquite. The purpose of the Workgroup is to serve as a catalyst for action to establish a regional open space and trails system in the Las Vegas Valley, and to coordinate trail and open space connectivity between local, regional and federal jurisdictions.

In addition to monthly meetings, the Outside Las Vegas Foundation is actively engaging all the participating jurisdictions by coordinating events and important meetings, representing the interest of SNRPC/ROST at community planning meetings, and seeking grants and in-kind assistance to supplement resources. Also, in this role, the Foundation is leading the Vegas Valley Rim Trail efforts, communications, and advisory council.

Upcoming projects for the ROST Workgroup include: Expand Southern Nevada Trails Day to reach a broader audience and highlight additional outdoor activities; Develop alignments for the Vegas Valley Rim Trail and celebrate work to date; and Expand volunteerism and community stewardship on our trails systems.

SUPPORTING DOCUMENTATION:

SNRPC Regional Open Space and Trails Workgroup Facilitation Services Contract

RECOMMENDED MOTION:

Approve the SNRPC Regional Open Space and Trails Workgroup Facilitation Services Contract.

Contact Information: Name: Johanna Murphy Phone Number: 702-633-2200

Presenter: Johanna Murphy, City of North Las Vegas
Mauricia Baca, Executive Director of the Outside Las Vegas Foundation

Consulting Services Contract for a Regional Open Space Workgroup Facilitator

THIS CONTRACT is being entered into this _____ day of May, 2014 by and between the Southern Nevada Regional Planning Coalition (hereinafter the “SNRPC”), a coalition of public agencies within the state of Nevada having its principal office at 240 Water Street, Henderson, Nevada 89015, and Outside Las Vegas Foundation (hereinafter, “Company”), having its principal office at 919 E. Bonnevill Avenue, Las Vegas, Nevada 89101.

SECTION A – Contract Form

This Contract consists of Sections A through E of this document. The subject matter of this Contract is the performance of various consulting services more fully described below for the facilitation of the Regional Open Space Workgroup (herein after the “ROST”) for the SNRPC Board.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) “*Acceptance*” means the SNRPC’s receipt of, and written acknowledgement that, the Deliverables or services received under the Contract substantially conform to the terms and conditions thereof.
- (b) “*Award Date*” means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the SNRPC.
- (c) “*SNRPC*” means the Southern Nevada Regional Planning Coalition, which includes the Coalition Board, Technical Committee, and Planning Directors.
- (d) “*Company*” means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) “*Company Representative*” means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) “*Contract*” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the SNRPC.

- (g) “*County*” means Clark County, Nevada.
- (h) “*Deliverable*” means any report, drawings, documentation, specifications, or other tangible item that the Company is required to provide to the SNRPC under the terms of the Contract
- (i) “*GIS*” means Geographic Information System.
- (j) “*Off-site*” means a location other than Clark County, Nevada.
- (k) “*On-site*” means the location of Clark County, Nevada.
- (l) “*Plan*” means the SNRPC’s Regional Open Space Plan.
- (m) “*Progress Report*” means a comprehensive report detailing all actions taken by the Company in the fulfillment of the Contract during the previous one-month period, definitive results thereof, and goals and expectations to be addressed in the subsequent month.
- (n) “*Project*” means the activities and duties to be accomplished for the successful completion of the terms and conditions of the Contract.
- (o) “*Project Manager*” means the SNRPC representative who is responsible for the coordination of Contract performance between the SNRPC and the Company.
- (p) “*Reimbursable Expenses*” means expenses associated with activities and duties required to successfully accomplish the scope of work such as air fare, hotel, car rental, per diem, materials and supplies, costs associated with GIS Map production, Final Report production, and digital media production. Expenditures must be procured in a manner consistent with reasonable and prudent business practices.
- (q) “*TWG*” means technical working group.

B-2 Contract Type

This Contract provides for the payment of a fixed amount for all services.

B-3 Prices/Costs

- (a) Firm-Fixed Price. The SNRPC will pay the Company an amount not to exceed \$49,500 to be billed in equal sums on a monthly basis for performance of services in accordance with this Contract.

B-4 Progress Payment /Delivery Schedule

Performance begins from Award Date through June 30, 2015. Deliverables will be completed in accordance with Scope of Work (C-2 of this contract). The Company will bill SNRPC for work

completed and approved by the Project Manager at the end of each month. Invoices shall reflect percentage of work completed against each Task for the prior thirty (30) day period. A progress report must accompany each billing to document percentage of work completed.

B-5 Invoices

- (a) The Company shall submit monthly invoice. All invoices should identify (i) “ROST Facilitator Contract”, (ii) the description of services by Contract Deliverable number against which charges are made, (iii) the date of the invoice, (iv) performance dates, and (v) the associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. The Company shall submit an original invoice to:

SNRPC
ATTN: Debi Leigh
240 Water Street, P.O. Box 95050, MS 115
Henderson, NV 89009-5050

- (b) A representative of the Company shall sign and certify the invoice in the following manner:” I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the SNRPC nor any other source.”
- (c) A copy of the invoice and progress report is to be sent to the SNRPC Project Manager.
- (d) The Company shall provide all Deliverables to the SNRPC Project Manager, unless otherwise directed.

SECTION C – Statement of Work

C-1 Scope of Work

The Company shall provide all labor, transportation, materials, and supervision to perform the ROST consulting services as specified C-2 contained herein as “Deliverables”.

C-2 Deliverable Items

Deliverables will be completed per the following Scope of Work:

Scope of Work

The Consultant shall:

1. Facilitate monthly SNRPC Regional Open Space Plan Workgroup meetings.
2. Facilitate meetings of Workgroup Subcommittee as necessary and development of related strategies and implementation plans, and maintain contacts list for the Workgroup.

3. Identify objectives of Workgroup for the 2014-2015 fiscal year. While the SNRPC Regional Open Space Plan establishes an action plan, this was not completed in collaboration with federal agencies, which may have alternative objectives or priorities. The facilitator will revisit the Action Plan with the entire group and establish objectives for the upcoming year.
4. Provide a forum for sharing information regarding ongoing open space and trails planning processes.
5. Facilitate the identification of trail connections between agencies and the completion of the regional trails system. Assist in the identification of projects for upcoming SNPLMA funding rounds that meet regional open space planning objectives.
6. Facilitate continued planning for the Vegas Valley Rim Trail.
7. Work with partners to update the inventory and monitoring of trails to assess use and impacts of Neon to Nature.
8. Prepare trail and open space materials for posting on the Neon to Nature, SNRPC and other agency websites as appropriate.
9. Provide biannual update to established Boards and Committees in order to demonstrate progress and solicit input from community leaders.
10. Attend subcommittee meetings and provide coordination support for events where appropriate and requested.

Deliverables

Deliverable 1 - Prepare and deliver monthly agendas and meeting minutes, facilitate meetings and follow-up on action items assigned to Workgroup members, maintain contact list.

Deliverable 2 – Facilitate the Public Awareness Subcommittee meetings and prepare minutes; facilitate development of the Public Awareness Strategy, including support for implementing elements of the strategy.

Deliverable 3 – Facilitate a Revised Action Plan with objectives for upcoming year and updates by Workgroup members.

Deliverable 4 – Create and update quarterly a tracking document for ongoing open space and trails activities.

Deliverable 5 – Maintain existing list of critical trail connections and expand as needed.

Deliverable 6 – Prepare open space and trail materials for posting on the Neon to Nature, SNRPC and agency websites as appropriate.

Deliverable 7 – Provide biannual update (i.e. 10-minute presentations and a 1-2 page summary document) regarding Action Plan status and activities of the Workgroup to the SNRPC Planning Directors, Tech Committee, Board and SNAP (Southern Nevada Agency Partnership). Updates will be completed in collaboration with staff.

Deliverable 8 – Coordinate events where appropriate and requested.

The COMPANY shall also:

1. Attendance and Participation

- (a) Assure that a Consultant Representative and necessary support staff attends all Coalition Board, Technical Committee or Planning Directors meetings for the biannual update in order to demonstrate progress and solicit input from community leaders.
- (b) Provide digital copies of all map(s)/plan(s) in PDF format and text in MS Office format.

2. Meetings

- (a) The Consultant shall attend and participate in meetings including, but not limited to, the following:
 - 1. SNRPC meetings during which the biannual update is held;
 - 2. SNAP meetings during which the biannual update is held;
 - 3. Facilitation meetings of the Regional Open Space Workgroup.
- (b) The Consultant shall arrange and participate in monthly Workgroups meetings.

C-3 Implementation of Recommendations

Final implementation of the recommendations will be at the sole discretion of the SNRPC.

SECTION D – Special Clauses

D-1 Legal Notice

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE SNRPC:

SNRPC
ATTN: Debi Leigh
240 Water Street, P.O. Box 95050, MS 115
Henderson, NV 89009-5050
Fax: (702) 267-1501

FOR THE COMPANY:

Ms. Mauricia Baca, Executive Director
Outside Las Vegas Foundation
919 E. Bonneville Avenue
Las Vegas, Nevada 89101

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Conflict of Interest (Parties)

- (a) The Company shall not perform services for the SNRPC should there be a potential, material conflict between the interests of the SNRPC and the interests of another of the Company's current or former clients. Should such a potential conflict become known, the Company immediately shall inform the SNRPC Project Manager, who will make a determination regarding the extent and impact of such conflict. The Company shall take action to mitigate the effect of such conflict or may be required to withdraw from a project as a result of an unresolved conflict. Upon such withdrawal, the SNRPC may acquire the required services from another provider, regardless of any exclusivity of the Contract. The SNRPC reserves the right immediately to terminate the Contract, at no liability to the SNRPC, should the SNRPC determine that such conflict is material and on going.
- (b) The Company has a continuing obligation, during the entire performance period of this Contract, to disclose any potential conflicts of interest and is expected at all times to protect the interests of the SNRPC.

D-3 Project Manager

- (a) Authority:

The Project Manager will be Johanna Murphy at the City of North Las Vegas. The SNRPC will provide written notice to the Company of any subsequent Project Manager reassignment. The Project Manager will be the Company's principal point of contact at the SNRPC regarding any matters relating to this Contract. The Project Manager will provide all general direction to the Company regarding Contract performance. The Project Manager is not authorized to waive or change any material terms of the Contract.

(b) Review and Acceptance:

The Project Manager will review all documentation submitted by the Company in completion of Contract Deliverables. The Project Manager will have SIXTY (60) business days to present the deliverable to the Coalition Board and to accept the Deliverables and notify the Company by Fax or email. The approval of a Deliverable shall not be unreasonably withheld. The Project Manager will review all invoices for SNRPC approval.

D-4 Key Personnel

The following individuals are deemed to be “Key Personnel”, and are essential to the performance of this Contract. These individuals cannot be replaced without the written consent of the SNRPC:

Mauricia Baca – Executive Director, Outside Las Vegas Foundation

As necessary and appropriate the Company may engage additional, related functions. This shall not affect in any way the fixed cost of this agreement.

D-5 Deliverables

- (a) Deliverables shall be in hard copy and appropriate electronic form.
- (b) The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Company during the performance of services for which it has been compensated shall become the property of the SNRPC and shall be delivered to the SNRPC’s Project Manager upon completion or termination of this Contract, whichever occurs first.

D-6 Warranty – Services

The 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 and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the SNRPC, re-perform or perform the services so that the services conform to the warranty.

D-7 Licenses

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses applicable to the work performed under this Contract.

D-8 Intellectual Property Rights

- (a) All Deliverables produced under this Contract through the funding provided by this Contract, as well as all data, notes, and documentation collected on behalf of the SNRPC is exclusively the property of the SNRPC.
- (b) At the termination of this Contract, Company shall deliver to the SNRPC any and all data, notes, records or databases compiled as a result of, and under the terms of this contract
- (c) The Company is prohibited from selling, disclosing, or otherwise using any SNRPC intellectual property for other than purposes directly related to this Contract, unless written permission is granted by the SNRPC Manager.

D-9 SNRPC's Responsibilities

- (a) The SNRPC will be responsible for providing all necessary member notification of meeting dates/times.
- (b) The SNRPC will be responsible for advertising and public outreach in relation to public notification of meetings.
- (c) The SNRPC will be responsible for providing all meeting locations, and if appropriate refreshments during such meetings.
- (d) The SNRPC will be responsible for the printing and distribution of all newsletters developed under this Project as well as the posting of web content to SNRPC website.

SECTION E – General Clauses

E-1 Disputes

- (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 SNRPC is granted the right, regardless of which party is asserting the claim or dispute, to determine between mediation, arbitration or 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 SNRPC of its intent to proceed further with the claim or dispute, and in response thereto, the SNRPC shall notify the company as to its selected forum for resolution. For any and all claims or disputes asserted by the SNRPC, the SNRPC shall notify the Company in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected mediation, 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) In the event that arbitration is originated by the SNRPC as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or 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 this Contract and the venue for purposes of such litigation or arbitration shall be in Clark County, Nevada.

E-2 Notice of Delay

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of SNRPC provided personnel, data, or equipment, the Company immediately shall notify the SNRPC in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the SNRPC will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the SNRPC 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-3 Termination for Convenience

The SNRPC 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 SNRPC Project Manager 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 SNRPC. In the event of such termination, the SNRPC agrees to pay the Company within thirty days the costs the SNRPC in its sole discretion deems to be reasonable after receipt of a correct, adequately documented written request. In the event of termination for convenience by the SNRPC, the Company agrees that it waives all claims against SNRPC except for payment of the reasonable costs for the services requested by the SNRPC and actually performed by the Company.

E-4 Termination for Default

- (a) The SNRPC may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required hereunder) within the time specified in this Contract or any extension;

- (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The SNRPC's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the SNRPC) after notice, specifying the failure, is provided pursuant to Paragraph D-1, "Legal Notice" of this Contract.
 - (c) If the SNRPC terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the SNRPC considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the SNRPC for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
 - (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) 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 SNRPC may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3, "Termination for Convenience".
 - (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within thirty (30) days following commencement thereof.
 - (f) The SNRPC retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage:
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the SNRPC from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract.

- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Company's agents and vehicles assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).
- (b) The SNRPC shall be named as an additional insured party on the Comprehensive General Liability policy and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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 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 SNRPC. The SNRPC requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.
- (c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the SNRPC.
- (d) Certificates indicating that such insurance is in effect shall be delivered to the SNRPC within ten (10) days after the Award Date of this Contract, or before work commences, whichever is earliest. The Company shall maintain coverage for the duration of this Contract. It is further agreed that the Company and/or insurance carrier shall provide the SNRPC with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.
- (e) Should the Company fail to carry the required insurance, the SNRPC has the option to purchase replacement insurance and charge the costs back to the Company.

E-6 Indemnification

- (a) In addition to the insurance requirements set forth in Paragraph E-5, "Insurance", the Company shall indemnify and hold harmless the SNRPC, its officers, employees, agents, and consultants from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses (collectively herein the "Liabilities") which may be recovered from or sought against the SNRPC as a consequence of any negligent act or omission on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract. The SNRPC for its protection may retain any money due and owing the Company under this Contract. 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 SNRPC.
- (b) It is expressly agreed that the Company shall defend the SNRPC, and each of them, against the Liabilities and in the event that the Company fails to do so, the SNRPC, and each of

them, 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.

E-7 Assignment

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

E-8 Waiver

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 SNRPC 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 SNRPC 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-9 Taxes/Compliance with Laws

- (a) The SNRPC 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 SNRPC 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 Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records

- (a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the SNRPC all of its records relating to this Contract to be retained by the SNRPC for the required period of time.

- (b) The Company agrees to permit the SNRPC or the SNRPC's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the SNRPC desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon written notice. If the Company or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the SNRPC or the SNRPC's designated representative(s) at an address within the SNRPC as designated by the SNRPC. If the SNRPC or the SNRPC's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the SNRPC or the SNRPC's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the SNRPC or the SNRPC's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the SNRPC.
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the SNRPC or the SNRPC's designated representative(s) finds the dollar liability is less than payments made by the SNRPC to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the SNRPC or (b) at the SNRPC's option, credited against any future billings due the Company.

E-11 Independent Contractor

In the performance of services 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 SNRPC. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The SNRPC 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. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability

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-13 Conforming Services

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

E-14 Modification/Amendment

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-15 Section and Paragraph Headings

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-16 Conflict of Interest (SNRPC Officials)

- (a) An official of the SNRPC, who is authorized in such capacity and on behalf of the SNRPC 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 SNRPC, who is authorized in such capacity and on behalf of the SNRPC 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 SNRPC relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the SNRPC 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 SNRPC, disclosed the ownership and principals of the Company on Attachment 1, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Integration

This Contract represents the entire and integrated agreement between the SNRPC and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-18 Public Records

The SNRPC is a public agency as defined by state law. The SNRPC's records are subject to the Nevada Public Records Law of NRS Ch. 239 and may be open to inspection and copying unless declared by law to be confidential. This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-19 Confidentiality – SNRPC Information

- (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 be disclosed to any person or entity without the express prior written consent of the SNRPC. 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 SNRPC is obtained. Upon request by the SNRPC, The Company shall promptly return to the SNRPC all confidential information supplied by the SNRPC, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the SNRPC, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the SNRPC; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the SNRPC; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the SNRPC. In such event the SNRPC, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions

The Company may not publish or sell any information from or about this Contract without the prior written consent of the SNRPC. This restriction does not apply to the use of the SNRPC'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.

E-21 Limitation of Funding

The SNRPC reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the SNRPC, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services

- (a) The SNRPC 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.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the SNRPC shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the SNRPC decides that the facts justify, the SNRPC may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the SNRPC shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- (f) The Company shall provide current, complete, and accurate documentation to the SNRPC in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the SNRPC, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the SNRPC, where such equitable adjustment has a reasonable basis at the time it is determined by the SNRPC.

E-23 Completion of Agreement

Notwithstanding the above, this agreement shall terminate on June 30, 2015 or upon satisfactory completion of the scope of work and payment due thereunder, whichever comes first.

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

“SNRPC”

Chair, Councilman Wade Wagner
Southern Nevada Regional Planning Coalition

ATTEST:

Johanna Murphy, City of North Las Vegas
SNRPC Project Manager

APPROVED AS TO FORM:

Date

“COMPANY”

Mauricia Baca, Executive Director
Outside Las Vegas Foundation