

Mayor
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Council Members
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City Manager
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January 15, 2009

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL 007-021
CONSULTING SERVICES FOR TESTING AND ASSESSMENT FOR POLICE AND
FIRE DEPARTMENTS (ENTRY LEVEL AND PROMOTIONAL)**

Proposals will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 **until 2:00 p.m. on February 12, 2009** and will be publicly opened and read shortly thereafter in the Office of the Purchasing Manager at the previous address in City Hall.

A Pre-Proposal Conference will be held on **January 22, 2009 at 11:00 a.m.** in the **City Manager's Conference Room** located in City Hall at 2200 Civic Center Drive, North Las Vegas, Nevada 89030. The purpose of this conference is to discuss the Request for Proposal requirements and answer any questions or concerns. Attendees should submit their questions and/or concerns by mail to Renee' Swanson-Buyer, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at swansonr@cityofnorthlasvegas.com . ***The cutoff for questions and answers will be January 29, 2009 at 2:00 p.m.***

PROPOSAL documents can be picked up in the Purchasing & Risk Management Office, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the address above. Proposal documents may also be accessed at www.bidsync.com, www.demandstar.com or under the Purchasing/Risk Management Web page www.cityofnorthlasvegas.com.

The City reserves the right to reject any and all Proposals, waive any informality or technicality or to otherwise accept Proposals deemed in the best interest of the City.

Dwight Rawlinson
Purchasing/Risk Manager

**Published Review Journal
January 16, 2009**

**REQUEST FOR PROPOSAL 007-021
CONSULTING SERVICES FOR TESTING AND ASSESSMENT FOR POLICE AND
FIRE DEPARTMENTS (ENTRY LEVEL AND PROMOTIONAL)**

GENERAL PROVISIONS

1. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The Addenda must be acknowledged and returned in the Proposal document.

2. PUBLIC RECORDS:

The RFP document and all proposals submitted in response thereto are public records. You are cautioned to not put any material into the proposal that is proprietary in nature. All proposals submitted become the property of the City.

3. PERFORMANCE OF WORK:

The selected firm shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

4. FORM OF CONTRACT:

Execution of the attached contract agreement (sample attached), by all named parties and issuance of a Purchase Order will authorize delivery of services obtained under this proposal.

5. LABELING OF PROPOSALS:

All proposals must be submitted in a sealed envelope plainly marked, "RFP NO. 007-021 Consulting Services for Testing and Assessment for Police and Fire Departments" with address of the firm in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open, a proposal not properly addressed and identified.

6. EXPLANATION TO PROPOSERS:

Any explanations desired by PROPOSERS regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach them before submission of their proposals. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all respondents and its receipt by the RESPONDENT will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-proposal documents will not be binding if presented to any RESPONDENT orally. Every request for such interpretation should be in writing addressed to RENEE' SWANSON, BUYER, swansonr@cityofnorthlasvegas.com, or ATTN: Renee' Swanson, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective RESPONDENTS. Failure of any RESPONDENT to receive any such addendum or interpretation shall not relieve such RESPONDENT from any obligation under this proposal as submitted. All addenda so issued shall become part of the Contract Documents.

The cutoff date for any questions regarding this project is: January 29, 2009, by 2:00 P.M. PACIFIC STANDARD TIME. Any questions beyond this cut off time will not be answered.

7. METHOD OF EVALUATION AND AWARD:

The evaluation criteria are explained under the Submittal Requirements. Please break it down according to the Sections and your proposal will be evaluated accordingly.

8. SUBMITTAL REQUIREMENTS:

Submit one original and *three* copies of the proposal.

All proposals shall be on 8-1/2" X 11" paper, with tabbed dividers labeled by sections to correspond with the format below:

A. Section I. Experience (30%)

This section should include a brief resume of all similar projects that your firm has performed over the past 10 years. Each project listed shall include the name and telephone number of a contact person of the project for follow-up purposes.

Years of service in Nevada.

Years of experience working with Southern Nevada public agencies.

Years of experience working with the City of North Las Vegas.

Experience with entry level and/or promotional testing and assessments.

Experience with Police/Corrections and/or Fire entry level and promotional testing and assessments

Most years of service in Nevada = 200 points

Second most years of service = 175 points

Third most years of service = 150 points

Fourth most years of service = 125 points

Fifth most years of service = 100 points

Sixth most years of service = 75 points

All others years of service in Nevada = 50 points

Most years of experience working with Southern Nevada public agencies = 200 points

Second company with most experience = 175 points

Third company with most experience = 150 points

Fourth company with most experience = 125 points

Fifth company with most experience = 100 points

Sixth company with most experience = 75 points

All others years of experience = 50 points

Most years of experience working with the City of North Las Vegas = 200 points

Second company with most experience = 175 points

Third company with most experience = 150 points

Fourth company with most experience = 125 points

Fifth company with most experience = 100 points

Sixth company with most experience = 75 points

All others years of experience = 50 points

Most years of experience with entry level and/or promotional testing and assessments = 200 points

Second company with most experience = 175 points

Third company with most experience = 150 points

Fourth company with most experience = 125 points

Fifth company with most experience = 100 points

Sixth company with most experience = 75 points

All others years of experience = 50 points

Most years of experience with Police/Corrections and/or Fire = 200 points

Second company with most experience = 175 points

Third company with most experience = 150 points

Fourth company with most experience = 125 points

Fifth company with most experience = 100 points

Sixth company with most experience = 75 points

All others years of experience = 50 points

1000 points possible for this section.

B. Section II. Qualifications (25%)

List firm and contributor qualifications.

List the number and types of entry level and/or promotional testing and assessment conducted.

Repeat customers – multiple years of service per organization

Staff education, certifications, training

Most number and types of entry level and/or promotional testing conducted = 250 points

Second company with most experience = 225 points

Third company with most experience = 200 points

Fourth company with most experience = 175 points

Fifth company with most experience = 150 points

Sixth company with most experience = 125 points

All others years of experience = 100 points

Most repeat customers–multiple years of service per organization = 250 points

Second company with most experience = 225 points

Third company with most experience = 200 points

Fourth company with most experience = 175 points

Fifth company with most experience = 150 points

Sixth company with most experience = 125 points

All others years of experience = 100 points

Most Staff education, certifications, training = 250 points

Second company with most experience = 225 points

Third company with most experience = 200 points

Fourth company with most experience = 175 points

Fifth company with most experience = 150 points

Sixth company with most experience = 125 points

All others years of experience = 100 points

750 points possible for this section

C. Section III. Understanding of Project (25%)

Indicate how your firm will go about meeting the objectives of this project. Include charts, time frames, number of personnel assigned to the project and any other pertinent information regarding the fulfillment of our requirements.

List of what portion of the work, if any will be subcontracted.

Demonstrates sound knowledge of the scope

Nature

Quality

Quantity work to be performed.

Understanding of the detailed requirements and conditions under which the work is to be performed.

Best understanding and meeting objectives of the project to fulfill our requirements = 250 points

Second company with best objectives = 225 points

Third company with best objectives = 200 points

Fourth company with best objectives = 175 points

Fifth company with best objectives = 150 points

Sixth company with best objectives = 125 points

All others best objectives = 100 points

Company using least amount of subcontractors = 250 points

Second company with least amount = 225 points

Third company with least amount = 200 points

Fourth company with least amount = 175 points

Fifth company with least amount = 150 points

Sixth company with least amount = 125 points

All others = 100 points

Best demonstrates sound knowledge of the scope to include Nature,

Quality, Quantity of work to be performed = 250 points

Second company with most knowledge = 225 points

Third company with most knowledge = 200 points

Fourth company with most knowledge = 175 points

Fifth company with most knowledge = 150 points

Sixth company with most knowledge = 125 points

All others with knowledge = 100 points

Best understanding of the detailed requirements and conditions under which the work is to be performed = 250 points

Second company with best understanding = 225 points

Third company with best understanding = 200 points
Fourth company with best understanding = 175 points
Fifth company with best understanding = 150 points
Sixth company with best understanding = 125 points
All others with knowledge = 100 points

1000 points possible for this section.

D. Section IV. Project Fee (20%)

Costs you will be charging for your services, and a breakdown of the areas covered by these costs, as well as any incidental expenses.

Pricing Provisions

Proposer's are cautioned to identify any and all costs associated with their proposal. Failure to do so may be cause for disqualification.

Fee structure must be submitted with specified pricing to include the following elements:

1. Job analysis update (if required)
2. Develop & Score written examination
3. Develop & Administer the Practical Skills Assessment
4. Recruit & Train Assessor Team
5. Narrative Feedback Reports to HR & Candidates
6. Training Costs
7. Test Preparation Sessions

Pricing shall remain firm for the initial Three-year contract term.

Pricing thereafter may be adjusted upon agreement between the City and Contractor.

Describe in detail cost saving methods and/or proposals you would present to the City.

Company meeting all criteria with lowest cost = 250 points
Second company meeting all criteria with second lowest cost = 225 points
Third company meeting all criteria with third lowest cost = 200 points
Fourth company meeting all criteria with fourth lowest cost = 175 points
Fifth company meeting all criteria with fifth lowest cost = 150 points
Sixth company meeting all criteria with sixth lowest cost = 125 points
All others with knowledge = 100 points

250 points possible for this section.

9. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

10. AWARD OPTIONS:

The City of North Las Vegas reserves the right to award this RFP on any basis which is in its best interest.

11. CONDITIONS OF PROPOSAL SUBMITTAL:

- A. The proposal must be signed by a duly authorized official of the proposing firm submitting the proposal.
- B. No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- C. Only one proposal will be accepted from any person, firm, or corporation.
- D. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

12. PROPOSAL PROTESTS:

Any individual or company who submits a PROPOSAL on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which PROPOSALS were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the PROPOSAL submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful PROPOSAL may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's

fees, loss of income or other damages sustained by a person who submits a PROPOSAL, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

13. LICENSES:

All RESPONDENTS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of proposals for this project. All proposals received in violation of this law shall be rejected and returned to the PROPOSER.

14. PUBLIC OPENING:

Proposals received will be opened and the name of the submitting company will be read publicly at the time and place indicated in the "Request for Proposal". The PROPOSER'S, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a proposal not properly addressed or identified.

15. TERMS OF THE AGREEMENT:

This AGREEMENT commences upon the date it is approved by the CITY and shall end three (3) years thereafter with the option to renew for two one-year periods.

16. INSURANCE:

The Service Provider shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be the named insured or be named in such insurance as an additional insured with the Service Provider. In compliance with this provision, the Service Provider may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. The policy shall insure the City and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The policy shall provide the following minimum limits:

GENERAL LIABILITY

Bodily Injury - - - - -	\$ 1,000,000 each person
	\$ 1,000,000 each accident
Property Damage - - - - -	\$ 1,000,000 each accident
COMBINED SINGLE LIMIT OF \$1,000,000	

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided herein, or required by law and other governing agencies, whichever is greater.

Such policy shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together with such endorsements as are required to cover the risks involved. In addition, the Service provider shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

The cost of this insurance shall be deemed included in the prices for the various items of work and no additional compensation will be made therefore.

17. WORKMEN'S COMPENSATION INSURANCE:

The Service provider shall secure, maintain in full force and effect and bear the cost of complete Workmen's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616, for the duration of the contract and shall furnish the City, prior to the execution of the contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the Service provider to comply with the provisions of this paragraph.

18. INDEMNITY:

The successful PROPOSAL agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the proposer's performance on this project.

19. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The PROPOSER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

20. CANCELLATION OF CONTRACT:

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

21. TAXES:

The City is exempt from State, retail and Federal Excise Tax. The proposal price must be net, exclusive of taxes.

22. INDEMNITY:

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the PROPOSER'S performance on this project.

23. EXCEPTIONS:

Each PROPOSER will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

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**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL 007-021
CONSULTING SERVICES FOR TESTING AND ASSESSMENT FOR POLICE AND
FIRE DEPARTMENTS (ENTRY LEVEL AND PROMOTIONAL)**

24. **SCOPE OF WORK**

The City of North Las Vegas Human Resources Department is requesting proposals for Consulting Services for Testing and Assessment for Police/Corrections and Fire Departments (Entry Level and Promotional).

The City of North Las Vegas is currently accepting sealed proposals detailing qualifications for consultants to provide testing and assessment services [hereinafter proposer(s)] to perform written and/or electronic testing and practical skills assessments for the City's Police/Corrections, Fire Departments and others as noted.

Past practices for Police/Corrections and Fire Department entry level and promotional opportunities included a written and/or electronic examination which was used as a screening device and assessment activities for those individuals who successfully passed the written and/or electronic examination.

The successful proposer will provide: written test plan review; develop and score the written and/or electronic examination; develop, administer and score the assessment process; train the assessor team and provide feedback to administration and candidates (narrative reports).

The successful proposer will maintain a list of current phone numbers, fax numbers, e-mail addresses, physical addresses and know the appropriate contact at the City when providing a verbal response on the various results. Proposer's are to have at least 10 years of collective experience in public safety testing and practical skills assessments.

Proposer must demonstrate a proven ability to provide processes which are fair and equitable, while providing a reliable measure of candidates' qualifications. The proposer will have the discretion to submit a proposal for all testing and assessment or separate sections of testing and assessment. For example, the proposer, at their discretion, will be allowed to submit a bid for only Police/Corrections or Fire Department positions, or only entry level positions, or only promotional Police/Corrections, or Fire Department positions etc.

Technical questions regarding this proposal should be directed to Renee' Swanson, swansonr@cityofnorthlasvegas.com the cut off date for questions is January 29, 2009 by 2:00 p.m. Questions received after this time will not be answered.

The City of North Las Vegas is desirous of evaluating currently available options for conducting the entry level and promotional testing and practical skills assessments for Police/Corrections and Fire Departments. Keeping the objectives in mind and any

additional requirements of the CNLV Police/Corrections and Fire Departments, the proposer is expected to provide the following services:

1. The proposer may be required to conduct a complete job analysis for each of the target positions. This will include identifying the technical and managerial knowledge, skills and abilities required to perform the essential functions of each position. A description of methodology for completing the job analysis survey shall be included.
2. The proposer will provide necessary administrative support to complete the assessment process such as providing locations for testing, and clerical support. The Human Resources Department will work with the proposer to ensure compliance with City of North Las Vegas' Human Resources policies and procedures, collective bargaining agreements (CBA), Civil Service rules and historical practices. The proposer will work closely with Human Resources and the departments to identify relevant test orientation and test dates, test locations and other administrative details.
3. The proposer shall include a testing method, such as a written and/or electronic examination, as an initial screening device for entry level and promotional Police/Corrections and Fire Department positions These positions are:
 - Police/Corrections
 - Entry Level Police/Corrections Officer
 - Police Sergeant
 - Corrections Sergeant
 - Police Lieutenant
 - Corrections Lieutenant
 - Police Detective
 - Fire
 - Entry Level Firefighter
 - Entry Level Firefighter/Paramedic
 - Fire Captain
 - Fire Engineer
 - Fire Battalion Chief
 - Fire Prevention Inspector
 - Senior Fire Prevention Inspector
 - Fire Prevention Supervisor
 - Code Enforcement Officer
 - Lead Code Enforcement Officer

Additionally, the proposer will develop and score a custom written and/or electronic examination that may include psychometric assessments (assessment

of candidates' job related personality traits, motivation and attitudes), as well as develop, administer and score the assessment process. The proposer will review the examination and assessment process with HR and representatives from the Police/Corrections and Fire Departments and must be coordinated with a test bibliography when applicable. HR and the Departments will work with the proposer to identify when bibliographies need to be posted. The proposer will be responsible for completing each component of the process within the timeframes outlined in the CBA. HR will work with the proposer to ensure compliance with the CBA timeframes.

4. In addition to the initial screening instrument, the proposer shall develop current behavioral assessments as warranted by the positions. These may include, but are not limited to, assessment activities, structured interviews, work problems and writing exercises. All of these instruments must be validated and/or have proven reliability in the specific areas. The proposer must provide, at minimum, the following items as applicable:
 - Item analysis
 - Background, validity and reliability of psychometric component
 - Background, validity and reliability of written and/or electronic examination
 - Working material readability analysis
 - Adverse impact analysis.
5. The proposer must provide an appeals process for each component of the testing and assessment which documents and addresses challenges to the process. Response to appeals must be made within one (1) business day. The proposer must also clarify the defensibility of the process and outline the procedures for any legal action if needed.
6. The proposer must describe his/her specific method for conducting assessments (e.g., live or video-taped) and how candidates' performances are recorded. The proposer must take reasonable measures to limit the costs associated the process (e.g., 21 day advance purchase for airlines, reasonable hotel accommodations, etc.) and must provide the following services:
 - Recruit and train highly skilled subject matter experts to participate as members of the Assessor Teams
 - Provide assessor training
 - Fully describe assessor training methods
 - Provide a list of recommended assessors for HR and the Department to review and approve
 - Outline the costs associated with the assessors travel and per diem (not to exceed the Federal Guidelines or City Policy)

7. Proposer's should recommend the types of components to be included in the assessment activities process and should include examples of components previously utilized in similar assessments.
8. The Human Resources Department will be responsible for notifying candidates of test orientation dates, test dates and locations, and distributing test scores and feedback reports to each candidate.
9. The proposer will be responsible for providing the appropriate number of copies of the exam, the delivery of the exam, grading of the exam, and defense of the correctness of any questions contained in the examination.
10. The proposer will be required, based on job data, to recommend the particular position dimensions to be evaluated by written tests and assessment centers, or other test processes as appropriate.
11. The proposer, in consultation with the CNLV Human Resources, Fire and Police/Corrections Departments and in compliance with Civil Service rules or CBA's, will recommend a cutoff score for the written tests and other components as determined by the proposer. The proposer, may further recommend weights for each component and a cutoff score from the final composite scores of the promotional process. All cutoff scores and weighting will be reviewed and approved by HR.
12. The proposer may be required to be on site to administer the initial screening instrument (if applicable) and will be required to be on site for the assessments. The proposer will provide the Human Resources Department with a final list of test scores within 10 calendar days of completion of the testing process or in compliance with the timeframes outlined in the collective bargaining agreements.
13. The proposer will provide the Human Resources Department with individual feedback reports for each participating candidate at the conclusion of each promotional examination that includes a professional development component. The proposer will also provide to HR a feedback report that includes a cumulative synopsis which will be non-candidate specific. The proposer must completely describe the data provided in their feedback reports.
14. For promotional testing and assessments, the proposer will be required to conduct test preparation classes or provide appropriate alternative training materials such as web based training, dvd's, or manuals etc., that will cover study methods, a review of test logistics and general test content, and a review of test taking strategies. For entry level testing, the proposer will provide test preparation manuals and/or study guides where applicable. The proposer must completely describe the content and length of the test preparation classes or the

alternative training materials and must clearly explain to candidates that these measures do not replace the prerequisites for the positions.

15. A final technical report must be submitted by the proposer, which will include the results of the job analysis, the linking of the job analysis to the examination materials, an analysis of employee performance on the examinations, an analysis of response by questions (for the written exam, if applicable), the process by which cut off scores and weights were validated, and other relevant test data. In the event that CNLV chooses to utilize the proposer for subsequent assessments, the proposer shall describe the procedures for development and delivery of those services so as to avoid any inequity for those who may have not previously participated or in some manner become familiar with the content of the process.

Signature

Title

Printed Name

Company Name

Telephone Number

Company Address

City,

State,

Zip Code

E-mail address

Fax

Date

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL 007-021
CONSULTING SERVICES FOR TESTING AND ASSESSMENT FOR POLICE AND
FIRE DEPARTMENTS (ENTRY LEVEL AND PROMOTIONAL)**

SAMPLE CONTRACT

(Sample)

**AGREEMENT BETWEEN CITY OF NORTH LAS VEGAS
AND
[insert legal name of other party-]**

THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND [insert legal name of other party-] (this "AGREEMENT") is executed this ___ day of ____, 200__ by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and [insert legal name of other party, a [insert name of state and type of entity the other party is-] (the "SERVICES PROVIDER").

RECITALS

1. The City desires to contract for Consulting services for testing and assessment for Police and Fire Departments, Entry level and Promotional (the "PROJECT");
2. The Services Provider is experienced in Testing and Assessment for Police and Fire Departments (the "SERVICES");
3. The City desires to have the Services Provider perform **ALL** of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions and covenants:

**SECTION ONE
RESPONSIBILITY OF SERVICES PROVIDER**

In addition to any other obligations of Services Provider under this Agreement, the Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subcontractors, and by any of the principals, officers, employees and agents of Services Provider and any subcontractor under this Agreement.

1.2. The Services Provider hereby designates [insert name of Services Provider's contact person] as the employee, agent or representative of Services Provider who is (1) responsible for making sure the Scope of Work (as defined below) is performed in its entirety on time and on budget, and (2) the

point-of-contact for the City for all matters concerning the Project, and (3) authorized to make all decisions and take all actions necessary to pay, perform and deliver all obligations of Services Provider pursuant to the terms and conditions of this Agreement (the “**RESPONSIBLE PERSON**”). All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Responsible Person, or by the Services Provider’s associates, employees and subcontractors under the personal supervision of the Responsible Person. If the Responsible Person becomes unable to serve in the capacity of Responsible Person for any reason, the Services Provider shall notify the City in writing of such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of Services as required for the Project. The Services Provider shall promptly replace any Responsible Person deemed by the City to be unacceptable with a Responsible Person who is acceptable to the City.

1.3. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City’s prior written consent.

1.4. The Services Provider shall not send or publish to any third party any correspondence related to the Project or this Agreement without the City’s prior written approval thereof.

1.5. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Services Provider shall perform all of its obligations under this Agreement in compliance with the Project Schedule attached hereto and incorporated herein as Exhibit A, as such may be modified or amended from time to time by mutual agreement of the City and the Services Provider (the “**PROJECT SCHEDULE**”). **[Attach the task by task completion timeline (whether in a Critical Path format or other method) as Exhibit A]** The Services Provider shall commence the Project on _____, 200_, and complete the Project by _____, 200_ **[See #8-CTW]**.

A. At any time that the Services Provider falls behind schedule, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Project Schedule, including without limitation, paying for and providing overtime labor; provided however, that if the Services Provider believes that a delay in the Project Schedule is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional time equal to the amount of time lost due to the City’s conduct, and the City may grant such additional time in its

reasonable discretion. In the event of a Force Majeure Event (as defined below), the Services Provider may also, by written notice, request additional time equal to the number of days the Force Majeure Event was occurring.

B. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any of its employees, agents, contractors or subcontractors, or any of the officers, employees, or agents of any of them.

1.7. The Services Provider shall perform all of its obligations under this Agreement in compliance with the budget set forth in Exhibit B attached hereto and incorporated herein, as it may be amended from time to time by mutual written agreement of the City and the Services Provider (the "BUDGET"). **[Attach the task by task cost breakdown (whether in spreadsheet format or otherwise) as Exhibit B]** If the Services Provider determines that the Project is over Budget in its entirety or in any line item of the Budget, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Budget, including without limitation, paying the amount of such overage from the Services Provider's own funds; provided however, that if the Services Provider believes that an overage in all or a portion of the Budget is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional funds equal to the amount of the overage created due to the City's conduct, and the City may grant such additional funds in its reasonable discretion. In the event of a Force Majeure Event, the Services Provider may also, by written notice, request additional funds equal to the amount of funds directly attributable to the Force Majeure Event.

1.8. The Services Provider shall pay, perform and deliver all obligations of Services Provider set forth in this Agreement, including without limitation those obligations set forth in Exhibit C attached hereto and incorporated herein, as it may be amended by mutual agreement of the City and the Services Provider from time to time, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement (the "SCOPE OF WORK"). **[Attach a description of all of the obligations of the Services Provider as Exhibit C. You may use, as a starting point, the PROPOSAL specifications, the Request for Proposals requirements, or the scope of work prepared by the Services Provider in his response to the RFP. Make sure that the Scope of Work includes each obligation of Services Provider described in #6--CTW.]** The Services Provider shall not perform any task that is not required by this Agreement or necessarily implied by it, without obtaining the prior written approval of the City. If the Services Provider chooses to perform any task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. If the City desires the Services Provider to perform additional tasks not set forth in the Scope of Work, the City will notify the Services Provider of that fact in writing

(“**SUPPLEMENTAL SERVICES**”). If such changes cause a significant increase or decrease in the Services Provider’s cost or time required for performance, the parties shall formally amend this Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Services Provider of City’s notice of changes, or such claim shall be deemed waived by Services Provider and Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder. All such Supplemental Services shall be performed at the rates set forth in Exhibit D attached hereto and incorporated herein (the “**SUPPLEMENTAL SERVICES RATES**”) *[Attach a copy of the Services Provider’s current hourly rates for time and materials and attach as Exhibit D].*

1.10. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time (collectively, the “**LEGAL REQUIREMENTS**”) in performing the Scope of Work for the Project.

A. In connection with the performance of work under this Agreement, the Services Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or any other protected class, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

1.11. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to the Project, the Scope of Work and/or the business and operations of the Services Provider (collectively, the “**GOVERNMENTAL APPROVALS**”). In the event Services Provider is required to obtain any Governmental Approvals from the City in connection with the matters contemplated by this Agreement, the Services Provider acknowledges that the City will review Services Provider’s applications for such Governmental Approvals in the ordinary course, and this Agreement shall not be deemed to be an approval of any such applications.

1.12. The Services Provider shall not commence performing any of its obligations under this Agreement until such time as it has received a Notice to Proceed from the City.

1.13 The Services Provider shall immediately notify the City if Services Provider becomes aware of any notice, citation, complaint or other matter issued by any governmental authority with respect to Services Provider, the Project or the Scope of

Work, and shall not take any action to respond to or resolve same without receiving prior written approval from the City.

1.14 The Services Provider shall at its sole cost and expense obtain and maintain at all times the insurance required by Section 8, and shall promptly notify City if any such insurance is canceled or altered.

1.15 The Services Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards. In the event that Services Provider fails to remove any employee from the Scope of Work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the Scope of Work is deemed by the City to be contrary to the interests of the City, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

1.16 The Services Provider shall treat all information relating to the Project and all information supplied to the Services Provider by the City as confidential and proprietary information of the City and shall not permit its release by Services Provider's employees, agents or subcontractors to other parties or make any public announcement or release thereof without the City's prior written authorization. Services Provider shall also require its contractors, consultants and subcontractors, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or subcontractor of Services Provider having access to personnel, data, information, personal property or real property of the City, must first submit to a background check performed by the City's Police Department, and must satisfactorily pass such background check, as determined by the City in its sole discretion, before performing any portion of the Project or the Scope of Work on behalf of Services Provider.

SECTION TWO RESPONSIBILITY OF CITY

In addition to any other obligations of City under this Agreement, the City has the following responsibilities:

2.1. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider during normal City business hours.

2.2. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions and

the conformance of such submissions to the requirements of this Agreement, including without limitation, the Scope of Work.

2.3. The City shall assemble selected data and information related to the Project and provide same to the Services Provider within _____ days after the date of this Agreement. The data and information to be provided by the CITY is the following:

A. **[INSERT all data and information to be provided by the City]**

B. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information that the Services Provider deems necessary to complete the Scope of Work.

2.4. **[INSERT task by task all obligations of the City listed on #9--CTW]**

SECTION THREE PAYMENT TERMS

3.1 Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work the amount of Dollars (\$_____) (the “**CONTRACT PRICE**”), which amount shall be paid pursuant to this Section 3 **[choose as applicable from CTW #7--[in one lump sum on (insert date)] OR [in installments according to the following schedule–insert installment schedule from #7 of the CTW]]**

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: **[insert information you want to see on the invoice]**

3.3 The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section 11.

3.4 The Services Provider shall submit invoices only once per month, covering work performed by Services Provider or its agents or employees in the prior month.

3.5 Services Provider shall promptly pay any amounts due to any employees, agents, subcontractors or anyone else performing any portion of the work

for Services Provider, and in the event any of the foregoing liens any City property, Services Provider shall promptly and at its expense cause such liens to be removed.

SECTION FOUR ACCESS TO RECORDS

4.1 The Services Provider shall maintain books, records, documents and other evidence directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles and practices. The Services Provider shall also maintain the financial and other information and data used by the Services Provider in the preparation or support of all invoices of Services Provider, and a copy of such invoices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Services Provider will provide proper facilities for such access and inspection.

4.2 Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

4.3 The Services Provider agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 4.1 above, to any Project funding agency provided that the Services Provider is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.

4.4 Records pursuant to Section 4.1 above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim or exception. This Section 4.4 shall survive the completion of the Project and the termination or expiration of this Agreement.

4.5 The Services Provider agrees to include language substantially similar to the language of Sections 4.1 through 4.4 in all Services Provider subcontracts related to performance of services specified in this Agreement.

SECTION FIVE PUBLIC RECORDS

5.1 Pursuant to NRS § 239.010 and other applicable Legal Requirements, each and every document provided to the City is a “public record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Services Provider for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Services Provider, Services Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This Section 5 shall survive the expiration or earlier termination of this Agreement.

SECTION SIX FISCAL FUNDING OUT

6.1 City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if City does not allocate funds to continue the function performed by Services Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

SECTION SEVEN REPRESENTATIONS AND WARRANTIES

7.1 Services Provider hereby represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City’s reliance thereon, as follows:

A. Services Provider is a duly formed and validly existing ***[corporation][limited liability company][partnership][insert applicable type of other entity]*** and is in good standing pursuant to the laws of the State of ___***[insert name of state where entity was formed]*** ***[INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA; and is duly qualified to do business in, and is in good standing in, Nevada]***, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Services Provider will not result in a breach of any instrument to which Services Provider is a party or by which Services Provider is bound or of any judgment, decree or

order of any court or governmental body or any Legal Requirement applicable to Services Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Services Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Services Provider, enforceable in accordance with their respective terms.

D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution and performance of this Agreement by Services Provider.

E. Services Provider has obtained any and all Governmental Approvals that are required to be obtained by Services Provider by all Legal Requirements applicable to Services Provider and to the performance of the Scope of Work by Services Provider.

F. Services Provider is duly licensed and authorized to do business in the City, and Services Provider's business license is in full force and effect.

G. Services Provider is a sophisticated and qualified provider of the Services required by the Scope of Work, and its personnel possess the level of professional expertise and experience that is necessary to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

H. Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the Project Schedule and pursuant to the Budget, and to perform all of its obligations under this Agreement.

I. Services Provider shall require that each subcontractor performing any portion of the Project or the Scope of Work:

1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
2. Has obtained any and all Governmental Approvals that are required to be obtained by all Legal Requirements applicable to the subcontractor and to the portion of the Project performed by subcontractor;
 - a) Shall be required to comply with all obligations of Services Provider to City under this Agreement;
 - b) Shall submit the names of all its employees, agents, or other persons performing any portion of the Scope of Work or the Project on behalf of subcontractor to the City for a background check, and shall staff its portion of the Project with those who have passed the background check to the City's satisfaction
5. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and
6. Shall comply with all applicable Legal Requirements that are applicable to subcontractor and any portion of the Project work performed by subcontractor.

J. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.2 The representations and warranties made by Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

SECTION EIGHT INSURANCE

8.1 Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workman's Compensation Insurance as required by applicable Legal Requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than **[\$1,000,000–ask Dwight]** for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. **[If applicable]** Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than **\$1,000,000** for each occurrence and **\$1,000,000** in the aggregate.

D. Automobile Liability insurance with a combined single limit of **\$1,000,000** per accident.

E. Employer's Liability insurance with limits of **\$1,000,000** per occurrence.

F. **[Insert any other applicable insurance coverages, as appropriate. See #12–CTW and consult with Dwight and the City Attorney's office]**

8.2 Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider.

8.3 All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A:+ or higher, and shall expressly:

A Provide that such policies shall not be cancelled or altered without thirty (30) days prior written notice to City; and

B. Waive subrogation against the City, its officers, agents, servants and employees; and

C. Provide that they are primary and noncontributing with any insurance which City may carry; and

D. Include or be endorsed to cover Services Provider's contractual liability to the City; and

E. Be signed by a person authorized by that insurer and licensed by the State of Nevada; and

F. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION NINE EVENT OF DEFAULT

9.1 As used herein, "City Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by City, or any breach of this Agreement, which City fails to remedy within five (5) days after written notice thereof to City, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to City, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and City shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for City in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed six months.

9.2 As used herein, "Services Provider Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by Services Provider, or any breach of this Agreement, which Services Provider fails to remedy within five (5) days after written notice thereof to Services Provider, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to Services Provider, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and Services Provider shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for Services Provider in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed two months.

9.3 A breach of this Agreement includes without limitation the following:

A. If Services Provider is unable to obtain or maintain any Governmental Authorizations necessary to perform its obligations under this Agreement;

B. If Services Provider shall be or become insolvent, voluntarily or involuntarily, or if Services Provider shall compound Services Provider's debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver, liquidator or trustee is appointed for Services Provider's property, or in the event Services Provider shall be adjudged a bankrupt, or if Services Provider makes an assignment for the benefit of creditors, or if Services Provider files a petition under any chapter of the Bankruptcy Act;

C. If Services Provider assigns or attempts to assign this Agreement without the City's prior written consent;

D. If Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement;

E. If any financial statement, resume, statement of qualifications or representations and warranties of Services Provider, given to City by Services Provider, was materially false when given.

SECTION TEN TERMINATION

10.1 The City may terminate this Agreement at any time without cause upon notice to the Services Provider, and the City shall have no liability to Services Provider for such termination except that the City shall pay Services Provider for the reasonable value of Services provided by Services Provider to City up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10.2 The City may, upon written notice to Services Provider, terminate this Agreement immediately "for cause" upon a Services Provider Event of Default.

10.3 The Services Provider may, upon written notice to the City, terminate this Agreement immediately "for cause" upon a City Event of Default.

10.4 Either party may terminate this Agreement pursuant to any term of this Agreement which gives such party a right of termination.

SECTION ELEVEN DISPUTE RESOLUTION

11.1 All disputes between City and Services Provider shall be resolved in the following manner:

A. The City's representative and the Services Provider's Responsible Person will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.

B. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the City's representative and the Services Provider's Responsible Person shall,

within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

C. Copies of each written summary shall be exchanged between the City's representative and the Services Provider's Responsible Person, and provided to the City's Assistant City Manager, or his or her designee. Within fifteen (15) calendar days thereafter, the City's Assistant City Manager, or his or her designee, and the Services Provider's Responsible Person will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize all issues of dispute, the resolutions to resolved issues, and unresolved issues, if any.

D. If there are still unresolved issues, the written record will be reviewed by the City's City Manager, or his or her designee, who will render a determination regarding such dispute. Such determination will be the final administrative determination.

E. If the Services Provider disagrees with the determination of the City's City Manager, or his or her designee, the Services Provider may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available at law or in equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

SECTION TWELVE INDEMNIFICATION

12.1 Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, Services Provider shall defend, protect,

14.2 Successors This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14.3 Assignment Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

14.4 Non-Waiver The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

14.5 Partial Invalidity If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

14.6 Attorneys' Fees In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section 14.6 shall survive the completion of the Project until the applicable statutes of limitation expire.

14.7 Entire Agreement This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

14.8 Time of Essence Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

14.9 Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, **[List all other documents prepared in your transaction]** or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

14.10 No Brokers. City and Services Provider each represent and warrant that neither of them has dealt with a broker or otherwise agreed to pay a

broker's or agent's commission, finder's fee or other like compensation to anyone in connection with this Agreement, and Services Provider and City each agrees to indemnify, defend and hold the other party harmless from and against such claims or costs, including reasonable attorneys' fees, if the indemnifying party has wrongly made this representation and warranty. This Section 14.10 shall survive the expiration or earlier termination of this Agreement.

14.11 Headings The paragraph headings of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

14.12 Interpretation Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person or any other entity. The words "include" or "including" shall be deemed to incorporate "without limitation".

14.13 No Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative or joint venturer of the other.

14.14 Further Assurances. Buyer and Seller shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement, provided that such further assurances are provided by each party at no additional cost to such party and are otherwise consistent with the terms and intent of this Agreement.

14.15 Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

14.16 Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

14.17 Force Majeure. In the event any party is unable to perform its obligations under this Agreement because of a Force Majeure Event, then such party shall provide the other party with notice of its inability to perform its obligations hereunder, together with documentation supporting the existence of such Force

Majeure Event, and shall promptly begin to perform, or resume performance of, its obligations under this Agreement upon the cessation of the Force Majeure Event. As used herein, a "Force Majeure Event" means labor strikes, extraordinary civil commotion, war, warlike operation, fire or other casualty, inability to obtain fuel or energy, unusual or uncustomary weather conditions, or other acts of God, or other causes beyond a party's reasonable control (financial inability excepted).

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas

[Services Provider Name]

By: _____

By: _____

Michael L. Montandon, Mayor

**[Type Name and Title of Person
Executing Document]**

Attest:

By: _____
Karen Storms, City Clerk, CMC

Approved as to Form:

Carie A. Torrence, City Attorney

By:
Deputy City Attorney

Exhibit A

Project Schedule

Exhibit B

Budget

Exhibit C

Scope of Work

Exhibit D

Supplemental Services Rates