

FIRST AMENDMENT TO AGREEMENT TO CREATE CITYWIDE STRATEGIC PLAN

This First Amendment to Agreement to Create Citywide Strategic Plan (“First Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Moss Adams LLP, a Washington limited liability partnership (“Provider”); collectively, City and Provider may be referred to as the (“Parties”).

RECITALS

WHEREAS, on January 09, 2024, the City and Provider entered into an Agreement to Create Citywide Strategic Plan (“Original Agreement”), attached hereto as Exhibit A.

WHEREAS, the City wishes to increase the total not-to-exceed agreement amount from Forty-Eight Thousand Dollars and 00/100 (\$48,000.00) to Fifty-One Thousand, Two Hundred Eighty Dollars and 02/100 (\$51,280.02); attached hereto as Exhibit B. and

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

AGREEMENT

1. Section Three of the Original Agreement shall be deleted in its entirety and replaced with the following:

“Provider will provide the Services as budgeted in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is Fifty-One Thousand, Two Hundred Eighty Dollars and 02/100 (\$51,280.02).”

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

[The remainder of page is intentionally left blank. Signature page to follow.]

EXHIBIT A

Original Agreement

Please see the attached page(s).

**AGREEMENT TO CREATE CITYWIDE STRATEGIC PLAN
(Non-Attest Services)**

This Agreement to Create Citywide Strategic Plan (“Agreement”) is made and entered into as of 01/09/2024 11:26:18 PST (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Moss Adams LLP, a Washington limited liability partnership (“Provider”).

WITNESSETH:

WHEREAS, the City requires planning, coordinating, and documenting the City’s Strategic Planning process, as more particularly described in Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

**SECTION ONE
SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

**SECTION TWO
TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect until November 28, 2024 (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

**SECTION THREE
COMPENSATION**

Provider will provide the Services as budgeted in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is Forty-Eight Thousand Dollars and 00/100 (\$48,000.00).

**SECTION FOUR
TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days' written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

4.4. Provider may terminate this Agreement for cause upon ten (10) business days' written notice after providing City a reasonable opportunity to cure.

**SECTION FIVE
PROVIDER REPRESENTATIONS**

5.1. The Provider hereby represents for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession for the Services performed, and do not infringe the intellectual property of a third party. The foregoing representations are not intended as a limitation, but are in addition to all other terms set forth in this Agreement.

**SECTION SIX
INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any third party liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of bodily injury (including death), damage to real property, and damage to tangible personal property to the extent caused by the negligent acts or omissions or intentional misconduct of Provider or its agents and employees under this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

**SECTION SEVEN
INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

**SECTION EIGHT
CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL
INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law or as otherwise permitted by this Agreement.

**SECTION NINE
INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the 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 the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per claim, \$4,000,000.00 aggregate.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence or claim limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by Provider. General liability coverage can be provided in the form of a blanket endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Provider.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of a right to subrogation only for commercial general liability, automobile, and worker's compensation, which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

9.1.6.5. The Workers' Compensation policy shall include a blanket waiver of subrogation for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. The City agrees that the Provider has provided proof of ability to pay losses and related investigations, claim administration, and defense expenses.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A - VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, which City shall treat confidentially.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, and will provide notice to Provider of such modifications.

**SECTION TEN
NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Belia Guzman
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633- 1464

To Provider: Moss Adams LLP
Attention: General Counsel
999 Third Avenue, Suite 2800
Seattle, WA 98104
Phone: 206-302-6500

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

**SECTION ELEVEN
SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Omitted.

**SECTION TWELVE
ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN

MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

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

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF EACH PARTY, AND ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, MEMBERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID OR PAYABLE TO MOSS ADAMS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT CAUSED THE LOSS. THIS LIMITATION WILL NOT APPLY TO THE EXTENT LOSSES ARE CAUSED BY A PARTY'S FRAUD OR WILLFUL MISCONDUCT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or 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, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of 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.

13.11. Ownership of Documents. City shall own all final reports and other completed deliverables created under this Agreement and delivered to City, excluding any Provider Material (defined below) contained or embodied therein ("Deliverables"). Provider may retain a copy of Deliverables for archival purposes. Provider shall own: (i) its working papers and any engagement documentation; and (ii) any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property which may have been discovered, created, received, or developed by Provider either prior to or as a result of providing services under the Agreement (collectively, "Provider Materials"). City shall have a non-exclusive, non-transferable license to use Provider Materials for its own internal use and only for the purposes for which they are delivered to the extent they form part of a Deliverable. Notwithstanding anything to the contrary in this Agreement, Provider and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of Client.

13.12. Fiscal Funding Out. The 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 the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be 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 be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. If Provider requests that the City defend an action with regard to a public records request to protect documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall

not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorneys' fees . This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

13.19. NO THIRD PARTY BENEFICIARIES. All services shall be solely for City's informational purposes and internal use, and this contract creates no privity between Provider and any person or party other than City ("third party"). None of Provider's services are intended for the express or implied benefit of any third party, and no third party is entitled to rely on the services Provider provides to City.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Moss Adams LLP,
a Washington limited liability partnership,

By: 

Ryann Juden, City Manager

By: 

Name: Colleen Rozillis
Title: Partner

Attest:

By: 

Jackie Rodgers, City Clerk

Approved as to form:

By: *Andy Moore*
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).

OPPORTUNITY RISING

VISION STATEMENT AND STRATEGIC PLAN PROPOSAL FOR

CITY OF NORTH LAS VEGAS

Annie Rose Favreau, Manager

Colleen Rozillis, Partner

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500



MOSSADAMS

Dear Ms. Goldberg:

We are extremely pleased to submit our proposal to provide a Citywide Strategic Plan for the City of North Las Vegas (the City). We are confident we offer the team, capabilities, approach, and level of dedicated service that will meet or exceed your expectations for the following reasons:

- **Extensive strategic planning expertise.** For over 40 years, we have provided strategic planning services to governments, not-for-profit organizations, and businesses. Our planning expertise will enable us to help the City develop a comprehensive, practical, and achievable strategic plan that engages stakeholders throughout the planning process. Our approach identifies not just key goals and priorities, but the practical, actionable steps to attain goals; implementation planning; and performance measures to monitor and report progress to leadership and the community.
- **Our approach is grounded in comprehensive stakeholder engagement.** We firmly believe the planning process is just as important as the resulting plan. Effectively engaging City employees and community members will be critical to successful execution of the plan.
- **Professionals who communicate effectively with leadership.** Because we're hired by government clients to solve challenging oversight and business practice problems at the highest levels, we're well versed at dealing with all levels of government. Your proposed team reports to councils, finance and audit committees, managers, and senior management on a regular basis.
- **An established, reputable firm with extensive resources and expertise.** With over 4,400 professionals and staff across more than 30 locations, we have provided high-quality services to our clients for over 100 years.

11/29/2023

Delen Goldberg
Deputy Chief of Staff

City of North Las Vegas
2250 Las Vegas Blvd. North,
Suite 900
North Las Vegas, NV 89030

We hope after reviewing our proposal you find Moss Adams highly qualified to provide the City's strategic plan. We look forward to the possibility of working with you on this important undertaking. Thanks very much for your consideration.

Sincerely,

Annie Rose Favreau
Manager
(206) 302-6326
annierose.favreau@mossadams.com

Colleen Rozillis
Partner
(206) 302-6795
colleen.rozillis@mossadams.com

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Business Information

FIRM BACKGROUND



Moss Adams is a fully integrated professional services firm dedicated to growing, managing, and protecting prosperity. With over 4,400 professionals across more than 30 locations in the market capitals of the West and beyond, we work with the world’s most innovative, dynamic, and promising clients and markets. Through a full spectrum of accounting, consulting, and wealth management services, we bring the deep industry specialization and inspired thinking our mid-market clients seek.

Since we put down roots in the Pacific Northwest more than 100 years ago, we’ve steadily expanded to serve clients not only in the West, but also across the nation and globally. Our full range of services includes accounting (assurance and tax), consulting (IT, strategy & operations, transactions, and specialty), as well as individual and institutional wealth management.

Moss Adams is one of the 15 largest US accounting and consulting firms and a founding member of Praxity, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.

Full-Service Capabilities

We offer a full range of services and specializations that span accounting, consulting, and wealth management to suit your specific needs.



EXPERIENCE

Government Experience

We recognize government organizations are accountable to many different constituencies—commissions, committees, appointed officials, management, staff, businesses, and taxpayers—all with different expectations and demands. That is why we commit significant personnel and resources to our government services team, building technical expertise in all areas of government. Our government services team performs engagements for government entities that include state agencies; cities and counties; public colleges and universities; special purpose governments, including ports, utility districts, and transit agencies; public retirement funds; and others.

Our specialized professionals have a deep understanding of the pressures you face, like the need for greater efficiency and transparency under tight budget constraints. Our significant experience working with government organizations means our professionals are more likely to help you spot potential problems, create effective, practical solutions, and understand the industry-specific impacts of today's major disruptors like cybersecurity, globalization, population demographics, and aging workforce, as well as the constant drive to innovate.

Moss Adams has a group of specialized practices of over 340 professionals who specialize in serving tax-exempt entities, including governments, higher education institutions, not-for-profits, tribal and gaming entities, energy and utility entities, and federal contractors.

Selecting one consultant over another is much easier when a particular firm has experience working with organizations similar to yours in scope or organizational mission. This results in a more efficient experience and effective solution for you. A representative list of government clients for whom we have performed relevant services is provided below.

- Carson City
- City of Abilene
- City of Arcadia
- City of Bellingham
- City of Bend
- City of Bradbury
- City of Cerritos
- City of Clearlake
- City of Clovis
- City of Corvallis
- City of Culver City
- City of Edmonds
- City of Fairfield
- City of Folsom
- City of Gardena
- City of Hemet
- City of Issaquah
- City of Laguna Niguel
- City of Los Angeles
- City of Lynnwood
- City of Modesto
- City of Monterey Park
- City of National City
- City of Nogales
- City of Oxnard
- City of Patterson
- City of Phoenix
- City of Portland
- City of Redmond
- City of Redondo Beach
- City of Riverside
- City of Roseville
- City of San Diego
- City of San Jose
- City of Santa Monica
- City of Santa Rosa
- City of Seattle
- City of Stockton
- City of Tacoma
- Clark County
- Curry County
- Douglas County
- King County
- Lane County
- Pierce County
- San Juan County
- Snohomish County
- Sonoma County

Strategic Planning Experience

Moss Adams has over 40 years of experience developing and implementing strategic plans for governments, not-for-profit organizations, and businesses. The breadth and depth of our planning expertise will enable us to help the City successfully implement its strategic plan utilizing a collaborative, inclusive approach that engages stakeholders. We excel at developing strategic and implementation plans that are supported by broad stakeholder engagement, performance metrics, and processes that support progress tracking and reporting.

We have been helping governments develop short- and long-range plans, engage stakeholders, establish priorities, develop policies, define outcomes, develop key performance indicators, and measure performance. We believe the strategic planning process is just as important as the resulting plan. By placing the same level of attention on the process as the product, the City will have greater commitment to the work and, therefore, higher likelihood of plan success.

Team Structure

PROPOSED TEAM

At Moss Adams, our goal is to hire and keep people who believe in, and demonstrate, a sincere passion for excellence in their work and a deep commitment to interacting with each and every colleague and client with respect. This goal can't be achieved without well-trained, highly motivated people who are continually challenged and growing in their professional abilities. We've improved our capacity and capabilities by becoming more effective at recruiting, implementing performance feedback and coaching programs, retaining our best people, and training a new generation of leaders.



Your engagement will be overseen by Colleen Rozillis. Colleen will have prime responsibility and final authority for the work completed. Annie Rose Favreau, senior manager, will provide project management and serve as the lead facilitator for the engagement.

Working with the right team of professionals makes all the difference to your engagement. The team members we've thoughtfully selected to serve your specific needs have years of government industry experience. But more than that, you'll find they bring an optimistic perspective focused on helping the City explore and embrace emerging opportunities. Your Moss Adams team will personally engage with your team and bring a new level of energy and enterprise to your engagement.

Our proposed team composition reflects a robust combination of quality assurance, project management, analytical expertise, and relevant industry experience. Colleen and Annie Rose will be supported by Jessie Lenhardt, as the lead analyst alongside Annie Fadely and Micky Nguyen. Emily Hayes will lead peer benchmarking and survey efforts. A list depicting our team's organization is provided below.

Team Member	Project Role
Colleen Rozillis, Partner	Quality assurance reviewer and facilitator
Annie Rose Favreau, Senior Manager	Project manager and lead facilitator
Emily Hayes, Manager	Survey lead
Annie Fadely, Senior	Analyst
Micky Nguyen, Staff	Analyst

Resumes

Resumes detailing the experience of the team members listed below are included on the following pages.



Professional Experience

Since 2005, Colleen has advised local, state, and tribal governments; K-12 and higher education institutions; utilities; private companies; and not-for-profit organizations to improve organizational and program operations and efficiency, facilitate strategic leadership and planning, and cultivate more effective governance. She works collaboratively with clients to understand their goals and objectives and define organizational and programmatic changes to better equip and position them to achieve those goals. Colleen serves as the firm's public sector, not-for-profit, and tribal consulting industry group leader and leads ESG consulting for the firm.

Her government experience includes planning, policy, and financial analysis for local and state agencies in Alaska, Arizona, California, Colorado, Hawaii, Michigan, Montana, Nevada, Ohio, Oregon, Pennsylvania, Texas, Utah, and Washington. Before joining Moss Adams, she managed the Performance Reporting Branch of the Washington State DOT and authored the 2011-2015 WSDOT Strategic Plan.

Colleen has recently provided strategic planning consulting services to clients including Burns Paiute Tribe, Carson City, Chitimacha Tribe, Corona-Norco School District, City of Corona, City of Creswell, County of Maui Planning Department, Curry County, City of Patterson, Platte River Power Authority, City of Roseville, and City of Salem.

Professional Affiliations and Certifications

- Chair of the Board of Trustees, Humanities Washington
- Member, Society for Corporate Governance
- Member, Project Management Institute
- Member, International City & County Management Association
- Member, Institute of Internal Auditors
- Member, Association of Local Government Auditors
- Project Management Professional (PMP)

Education

MS, public policy and management, Carnegie Mellon University

BA, English and political science, University of Michigan

Diversity and Inclusion Certificate, Cornell University



Professional Experience

Annie Rose helps public and social sector clients increase their impact through organizational assessments, strategic planning, succession planning, and governance initiatives. With a focus on organizational development, her areas of expertise include leadership facilitation, stakeholder engagement, strategy development, qualitative research, and policy development.

Annie Rose has provided strategy, operations, and governance consulting services to local, state, and Tribal governments; not-for-profits and foundations; and K–12 and higher education clients. Recent clients include Berkeley Public Library, City of Santa Monica, City of Stockton, City of Salem, Confederated Tribes of the Umatilla Indian Reservation, County of Maui, Global Fund for Women, Osage Nation, Platte River Power Authority, Seattle Public Schools, Sierra Health Foundation, Sound Transit, the University of California-Irvine, University of Nevada, Las Vegas, and the Quileute Tribe.

Annie Rose has recently provided strategic planning consulting services to clients including Burns Paiute Tribe, Chitimacha Tribe, Corona-Norco School District, City of Corona, City of Salem, County of Maui, Curry County, Platte River Power Authority, and Port of Cascade Locks.

Professional Affiliations

- Member, Institute of Internal Auditors (IIA)
- Member, International City and County Manager’s Association (ICMA)

Education

MPA, Daniel J. Evans School of Public Policy and Governance, University of Washington

BA, French and English literature, Seattle University



Professional Experience

Emily has served a variety of clients since joining Moss Adams in 2011 by delivering a diverse array of business consulting, internal audit, and in-depth research services. Her passion is for helping clients identify, evaluate, and implement opportunities for improvement. Emily's background in research and information management drives her commitment to connecting clients with meaningful, actionable information as part of every engagement.

Her professional areas of focus include assessing streamlining business processes for effectiveness and efficiency; strengthening organizational resilience through contingency planning; and supporting organizations through mitigating inherent and emerging risks.

Emily leads the delivery of targeted research and analysis services including the development and administration of surveys; developing and tracking performance measures; financial, operational, and compensation benchmarking; and economic, industry, and market analysis.

Professional Affiliations and Certifications

- Certified Internal Auditor (CIA)
- Board Member, Seafair Charitable Foundation
- Member, Association of Local Government Auditors (ALGA)
- Member, Institute of Internal Auditors (IIA)
- Member, International City and County Manager's Association (ICMA)

Education

MS, information management, University of Washington

BA, international studies, American University



Professional Experience

Annie works with public sector and values-driven organizations to implement projects and processes that drive efficacy, maximize resources, and increase equity. She has helped not-for-profits, policy advocacy organizations, political campaigns, and the federal government achieve their strategic goals. Annie's experience includes strategic planning and communications, program development, and financial assessments. Her skills include qualitative and quantitative research methods, data analysis tools, and policy development.

Prior to joining Moss Adams, Annie held positions at Civic Ventures and Northwest Passage Consulting.

Annie has recently provided strategic and organizational consulting services for the cities of Salem, Stockton, and Bakersfield.

Professional Affiliations

- Member, International City and County Management Association
- Member, Association of Local Government Auditors

Education

MPA, Daniel J. Evans School of Public Policy and Governance, University of Washington

BA, international studies, University of Washington



Professional Experience

Micky helps public and social sector clients improve their operations through strategic planning, process improvement, organizational assessments, and performance auditing. He is skilled at distilling complex information into accessible, graphical formats for various audiences. Prior to joining the Moss Adams Consulting team, he served clients in our assurance practice.

Micky has provided consulting services to clients including the City of Glendale, City of Santa Monica, City of Salem, the Claremont Colleges, and University of California, Davis.

Professional Affiliations

- Member, Association of Local Government Auditors

Education

BBA, accounting, finance, and operations, University of California-Irvine

Scope of Work

PROJECT UNDERSTANDING

We understand that the City is seeking a vendor to facilitate and develop a five-year citywide strategic plan. The developed strategic plan will be vital to ensure the following:

- The vision and priorities set by the City Council and City Manager are clearly conveyed to team members and the community
- City strategies and projects are developed and executed to meet Council priorities
- Overall City government is accountable to meeting resident and community needs
- Durability can be achieved in maintaining the positive momentum the City has created

We understand that the selected firm will facilitate the following:

1. Review mission statement and suggest changes as needed
2. Plan and develop a City vision statement as a key step in the strategic planning process
 - a. Planning work to include interviews and workshops with City Leadership including City Council, Executive Team, and Directors
3. Draft vision statement and strategic plan based on the priority-setting preparation and workshops
 - a. Work with City Council and City Leadership to prepare a list of strategic priorities for the City
 - b. Work with each Department to prepare a list of priority projects organized by each strategic priority
4. Engage team members and community members to provide feedback on the City's top priorities, strategies, and projects
5. Finalize the vision statement and strategic plan integrating feedback from stakeholders
 - a. Plan must include measurable goals, timetables for achievements, anticipated costs, and potential funding streams
6. Prepare presentation materials for a City Council meeting for proposed final adoption of the strategic plan

OUR APPROACH

Our proposed approach reflects three keys to success:

Robust planning process: One key to success is facilitating holistic planning sessions that address the elements that comprise a comprehensive strategic plan. A comprehensive plan should reflect a mission, vision, and core values; analysis of strengths, weaknesses, opportunities, and threats (SWOT analysis); community needs; strategic goals and objectives; priority initiatives; and key performance measures.

Effective stakeholder engagement: Our approach will address another key to success, which is enabling City employees and community members to participate in the planning process. Broad participation will enhance insights and perspectives represented by the plan and buy-in to the plan, which are critical to implementation success. An inclusive approach will also foster overall employee and community engagement.

Implementation management: A strategic plan provides a road map for achieving a defined vision, but it is not always used as an effective management tool. In addition to delivering a comprehensive plan document, we will also prepare a one-page plan summary and reporting protocols to facilitate effective communication of the plan, ongoing management of the plan, and progress reporting on the plan.

We'll work collaboratively with the City to deliver high-quality, insightful work products that facilitates a productive and rewarding planning process, including public engagement. We can utilize many methods to engage the public, including focus groups, confidential online surveys, and public meetings.

WORK PLAN

We'll achieve a successful strategic planning process by properly initiating and defining the project, understanding your strategic priorities, efficiently performing the work, and preparing clearly articulated deliverables. Each stage of our integrated approach to the strategic planning process is described below.



PHASE 1

COORDINATION

Project coordination will encompass finalizing the work plan, establishing progress reporting requirements, confirming responsibilities and timing, ongoing project management, and quality assurance.

1.1 Finalize Work Plan

Upon contract award, we will conduct a kickoff meeting with the City’s strategic planning team to finalize the work plan and establish clear expectations for the project. The work plan will define the scope, timing, resources, and level of effort required to complete each phase. One of the key components of strategic planning is assembling the information needed to support the planning sessions. We will work with you to establish the City and Moss Adams roles and responsibilities for generating information. The work plan will also specify the stakeholder engagement process, including target participants for each engagement opportunity including staff, partners, and other community members.

1.2 Provide Progress Reports

We’ll work with City leadership to establish protocols for managing work and submitting progress reports to verify the project is being performed on time, within budget, and at a satisfactory level of quality. To keep you informed of project progress, we will host biweekly or monthly progress coordination meetings, in-person meetings at key milestones, and will provide regular reports (at the City’s desired frequency) that address schedule status, budget status, and any issues that may require attention.

1.3 Perform Quality Assurance

A partner will review all deliverables to verify that our mutual quality standards are met before submittal.

PHASE 1 DELIVERABLES	<ul style="list-style-type: none">• Final work plan and schedule• Ongoing progress reports• Ongoing quality assurance reviews
PHASE 2 PREPARATION	

We believe the strategic planning process is just as important as the resulting plan. Preparation activities will include stakeholder engagement and assembling appropriate information from relevant documents.

2.1 Conduct Needs Assessment/Environmental Scan

The needs assessment/environmental scan will provide essential input for the planning process by identifying focus areas to be addressed by goals, objectives, and initiatives. We’ll conduct interviews and/or focus groups with the City Council, City leadership, and other key stakeholders, as identified by the City. As part of this work. If desired, we can also administer an all-staff survey to gain insights from employees across the organization. Key elements of the needs assessment and environmental scan will include understanding the City’s current and future needs as we assess values, strengths, weaknesses, opportunities, and threats.

2.2 Provide Information for Stakeholder Engagement

We will support City staff conducting stakeholder engagement to obtain meaningful input from key stakeholders by providing materials and information.

PHASE 2 DELIVERABLES

- Needs assessment / environmental scan results
- Employee survey results (optional)
-

PHASE 3

PLANNING

3.1 Workshop/Planning Session Facilitation

We'll facilitate 2-4 strategic planning workshops with the City to create the core elements of the strategic plan. Our workshops are typically two to four hours, depending on the content and availability of your team. The exact date(s) for the workshops will be determined by the City project team during the agenda planning process and will take into consideration participant availability.

We will work with the City to schedule these planning sessions. In between sessions, we'll use surveys and small group discussions to gain insight into priorities, outcomes, and activities to achieve results. The goal will be to provide sufficient time between sessions to incorporate results and review them with the Department project team before for the next session, while maintaining momentum by avoiding too much time between sessions.

3.2 Support Community Outreach

Provide information to City staff to support facilitating a community engagement session with members of the public and key stakeholder groups, as determined by City leadership. We assume the City will host four open houses at key project milestones, and will provide relevant materials to support those sessions.

PHASE 3 DELIVERABLES

- Planning session results
- Community outreach materials

PHASE 4

DELIVERABLES

4.1 Draft Strategic Plan

In addition to the information we will develop for each stage of the planning process to support stakeholder input and work sessions, the primary deliverable will be a comprehensive strategic plan in a traditional format. The plan will document the planning process, participants, and results. Deliverables to the City during the planning process will include the results of phases 1, 2, and 3.

The strategic plan will function both as the City blueprint for success and as a powerful communication tool that clearly defines the City's mission, vision, priorities, goals, objectives, strategies, and outcome measures. The plan will be fiscally responsible and serve as a "living" project that covers a five-year period. The plan will establish annual priorities and plans, which will identify, communicate, and support monitoring of progress. The overall strategic plan will incorporate the following elements:

- Mission, vision, and value statements
- Priorities, goals, objectives, and actions
- Outcome-focused performance metrics

- An implementation roadmap to include measurable goals, timetables for achievements, cost estimates, and potential funding streams

We will also deliver a consolidated, one-page strategic plan summary that captures all key strategic plan elements.

4.2 Submit Final Strategic Plan

We will submit the draft plan to City leadership for review and revise the draft plan based on comments. The draft plan and process overview will be presented based on direction from the City, we will make any required changes and then finalize the strategic plan for adoption.

PHASE 4 DELIVERABLES

- Draft strategic plan
- Final strategic plan
- Implementation template for tracking and reporting on the status of strategic plan implementation

Project Timeline

Strategic planning projects of this nature typically take approximately six months to complete to accommodate all the stakeholder engagement, planning session activities, and ongoing interaction with the City between these activities. We'll tailor the schedule to the City's needs as part of the kickoff process and we're prepared to begin the project within one week of contract execution. We intend our services to be fully complete six months from the project kickoff.

Phases and Tasks	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
PHASE 1 – COORDINATION						
Finalize work plan	◆					
Provide progress reports	■					
Perform quality assurance	■	■	■	■	■	■
PHASE 2 – PREPARATION						
Conduct needs assessment	■					
Perform stakeholder engagement	■					
PHASE 3 – PLANNING						
Workshop/Planning Session Facilitation		■				
Community Outreach				■		
PHASE 4 – DELIVERABLES						
Draft Strategic Plan				■		
Submit Final Strategic Plan					■	

Price

The scope of work and related fee quotes are subject to our firm's client acceptance process, which: 1) verifies that the firm and the client both understand the specific services we're being asked to perform; 2) ensures the terms of the contract are acceptable to both parties and in agreement with any applicable professional standards; and 3) confirms we've staffed the engagement with individuals qualified with the necessary expertise to fulfill our commitments to the prospective client.

Service Description	Proposed Fee
Phase 1 – Coordination	\$5,000
Phase 2 – Preparation	\$11,000
Phase 3 – Planning	\$17,000
Phase 4 – Deliverables	\$15,000
Total	\$48,000

Travel will not be incurred without client approval, and travel expenses, if required, will be billed separately and will not exceed 10% of the overall project cost.

Client Work Examples

We have included details of similar projects we have recently completed below.

CITY OF SALEM	
Address	555 Liberty Street SE Salem, OR 97301
Contact Information	Courtney Knox-Busch Strategic Initiatives Manager (503) 540-2426 cbusch@cityofsalem.net
Project Dates	2020–2021

We serve as the City of Salem’s (City) consultant of record, supporting strategic improvement, organizational alignment, and enterprise leadership. In 2020, We performed comprehensive strategic planning services that included interviews, data gathering, meeting facilitation, and plan development. We facilitated virtual City Council work sessions, collaborated with department directors, and aligned the strategic plan to the City’s priority-based budgeting framework. We have included a link to the finalized plan here: <https://www.cityofsalem.net/home/showpublisheddocument/5752/637804422145870000>

CITY OF CORONA	
Address	400 S Vicentia Avenue Corona, CA 92882
Contact Information	Jacob Ellis City Manager (951) 279-3670 jacob.ellis@coronaca.gov
Project Dates	2020–2021

We performed comprehensive strategic planning services that included interviews, data gathering, meeting facilitation, and plan development. We facilitated both in-person and virtual planning sessions with the City’s leadership team and council, conducted interviews of key community stakeholders, and conducted a community survey with more than 1,000 responses. We also held multiple virtual open houses to gain community input. We have included a link to the finalized plan here: <https://www.coronaca.gov/home/showpublisheddocument/20006/637540116550170000>

CORONA-NORCO UNIFIED SCHOOL DISTRICT

Address	2820 Clark Avenue Norco, CA 92860
Contact Information	Lisa Simon Associate Superintendent of Educational Services (951) 736-8275 lsimon@cnusd.k12.ca.us
Project Dates	2020–2021

We worked with Corona-Norco Unified School District to develop a five-year strategic plan. The plan was designed to help the District identify major strategic priorities and create a clear path to achieve those goals. The planning process brought together insight from the school board, staff, teachers, students, families, and community stakeholders. The strategic planning and team building process was designed to build trust and teamwork, and focus the management team in continuing to develop, support, and implement the goals and objectives of the strategic plan.

In collaboration with the District’s diverse stakeholders, we crafted four goal areas: academic excellence, student well-being, equity, and effective governance. Each goal area is supported by objectives and actions; and performance indicators and milestone measures to support District accountability and communication of progress to the community. We assisted the District in the development of annual operating plans to support strategic plan implementation. We have included a link to the finalized plan here: https://cdnsm5-ss18.sharpschool.com/UserFiles/Servers/Server_211876/File/2021-2026%20CNUSD%20Strategic%20Plan-%20Rev%2012.9.22.pdf

References

We are pleased to provide references that reflect our relevant experience for this important project. Below we have provided contact and service details for three recent strategic planning engagements we have conducted for other local government clients. We encourage you to contact these references for feedback about the quality of service we provide and their level of satisfaction.

City of Salem 555 Liberty Street SE Salem, OR 97301	Courtney Knox-Busch Strategic Initiatives Manager	(503) 540-2426 cbusch@cityofsalem.net
City of Corona 400 S Vicentia Avenue Corona, CA 92882	Jacob Ellis City Manager	(951) 279-3670 jacob.ellis@coronaca.gov
Corona-Norco Unified School District 2820 Clark Avenue Norco, CA 92860	Dr. Lisa Simon Associate Superintendent of Educational Services	(951) 736-8275 lsimon@cnusd.k12.ca.us

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**MOSS ADAMS LLP
999 3RD AVE #2800
SEATTLE, WA 98104**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

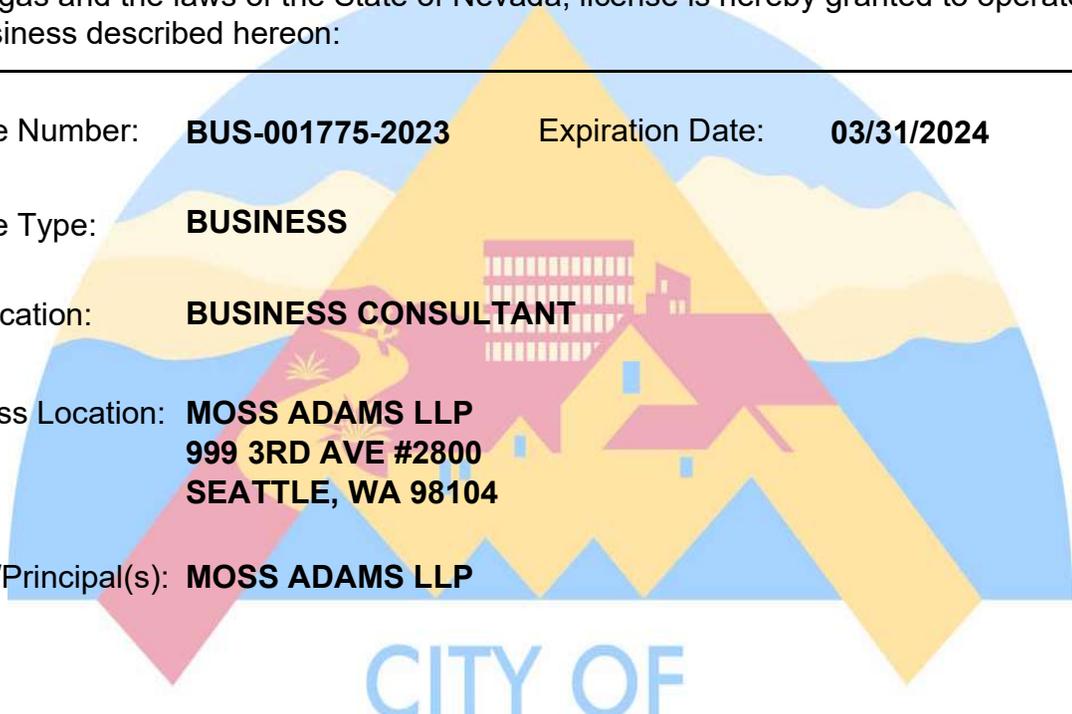
License Number: **BUS-001775-2023** Expiration Date: **03/31/2024**

License Type: **BUSINESS**

Classification: **BUSINESS CONSULTANT**

Business Location: **MOSS ADAMS LLP
999 3RD AVE #2800
SEATTLE, WA 98104**

Owner/Principal(s): **MOSS ADAMS LLP**



**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-847-385-6800 Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005	CONTACT NAME: Nadine Daniels PHONE (A/C, No. Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: PSGCerts@lemme.com																					
INSURED Moss Adams LLP 999 Third Avenue Suite 2800 Seattle, WA 98104	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Swiss Re International SE and Various</td> <td></td> </tr> <tr> <td colspan="2">INSURER B:</td> <td></td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Swiss Re International SE and Various			INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 70367960

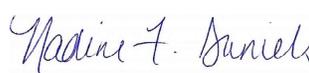
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			FN2312241	07/01/23	07/01/24	Each Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Parties at Interest	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Pearl.Klein@lemme.com_LEM
70367960



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Moss Adams LLP 999 Third Avenue Suite 2800 Seattle WA 98104 USA	INSURER A: Valley Forge Insurance Co 20508	
	INSURER B: The Continental Insurance Company 35289	
	INSURER C: National Fire Ins. Co. of Hartford 20478	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570103461473 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5088714197 General Liability	10/31/2023	10/31/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			5088714166 Auto	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5088714183 Workers Compensation	10/31/2023	10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B				5088714216	10/31/2023	10/31/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570103461473

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of North Las Vegas, its officers, officials, employees, and volunteers are added as Additional Insured as respects the General Liability and Automobile Liability as required per written contract. 30-day notice of cancellation to policy named insured, except 10 days for non-payment. General Liability and Auto Liability are primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation pursuant to a written contract.

CERTIFICATE HOLDER City of North Las Vegas Attention: Belia Guzman 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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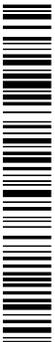


General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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11. Legal Liability – Damage To Premises	
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13. Non-owned Aircraft Coverage	
14. Non-owned Watercraft	
15. Personal And Advertising Injury – Discrimination or Humiliation	
16. Personal And Advertising Injury - Contractual Liability	
17. Property Damage - Elevators	
18. Supplementary Payments	
19. Unintentional Failure To Disclose Hazards	
20. Waiver of Subrogation – Blanket	

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General Liability Extension Endorsement**1. ADDITIONAL INSURED**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

General Liability Extension Endorsement**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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General Liability Extension Endorsement**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

General Liability Extension Endorsement

3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
2. for **bodily injury or property damage** included within the **products-completed operations hazard**; nor
3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

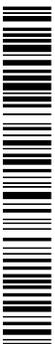
Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE



General Liability Extension Endorsement

not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

- D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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4.	Employee-Hired Autos
B.	Increased Loss of Earnings Allowance
C.	Fellow Employee Coverage
II.	AMENDMENTS TO PHYSICAL DAMAGE COVERAGE
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III.	AMENDMENTS TO BUSINESS AUTO CONDITIONS
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IV.	AMENDMENTS TO DEFINITIONS
A.	Broadened Bodily Injury

I. AMENDMENTS TO LIABILITY COVERAGE

A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability “policy” that provides **auto** coverage.

2. Newly Acquired Organizations

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 5088714166

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Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
 - (1) The end of the policy period of this Coverage Form; or
 - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph **(4)** to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

- 5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

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- a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph a.(4):

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph b.(6):

- (6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

Form No: CNA83700XX (10-2015)

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Notwithstanding provisions **5.a.** through **5.d.** above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 9; Page: 4 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 5 88714216

Policy Effective Date: 10/31/2023

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EXHIBIT B

Final Invoice

Please see the attached page(s).



MOSSADAMS

999 Third Avenue, Suite 2800
Seattle, WA 98104

Phone (206) 302-6500
Fax (206) 622-9975

Attn: Accounts Payable
City of North Las Vegas, Nevada
2200 Civic Center Dr
North Las Vegas, NV 89030

Invoice

Invoice Number
102644029

Invoice Date
9/16/2024

Client Number
736199

Payment Due

Upon Receipt

Please Pay

\$5,242.52

Amount Enclosed

Mail Payments to

Moss Adams
PO Box 101822
Pasadena, CA 91189-1822

PAY ONLINE at mossadams.com/client-portals.

To receive invoices by email, please call our office.

Please return top portion with remittance. Include your client number and invoice number on your check.



MOSSADAMS

Invoice Number
102644029

Invoice Date
9/16/2024

Client Number
736199

For professional services rendered in connection with:

PO 280917

THIS INVOICE REPLACES INVOICE #102640766

Final billing for Citywide Strategic Plan consulting services provided; services included client meetings, interviews, analysis, meeting facilitation, and engagement management 1,962.50

Travel expenses (NTE 10% of total budget per exhibit a): \$3,587.63 3,280.02

See attached travel expense invoice detail

Total Invoice

\$5,242.52

Engagement	Trans. Date	Work Code	Work Descr.	Entry Text	TK No.	TK Name	Expense \$
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	3/11/2024	7120	Business Travel - Airfare	Airfare - Southwest - Client travel - 2024-03-08	10718	Angela Janda	\$ 104.98
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	3/25/2024	7120	Business Travel - Airfare	Airfare - Southwest - Client travel- transportation - 2024-03-25	10718	Angela Janda	\$ 223.53
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/1/2024	7120	Business Travel - Airfare	Airfare - Alaska Airlines - City of North Las Vegas/ Pueblo City-County Library - 2024-03-22	16260	Jessie Lenhardt	\$ 59.00
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/1/2024	7120	Business Travel - Airfare	Airfare - Alaska Airlines - City of North Las Vegas/Pueblo City-County Library - 2024-03-22	16260	Jessie Lenhardt	\$ 401.83
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/15/2024	7100	Business Travel - Auto & Parking	Business Travel - Taxi, Uber, Lyft - Uber Technologies, Inc - Client travel- transportation - 2024-04-08	10718	Angela Janda	\$ 58.47
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/15/2024	7140	Business Travel - Lodging	Lodging - Hampton Inns - Client travel- lodging - 2024-04-07	10718	Angela Janda	\$ 144.23
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/15/2024	7140	Business Travel - Lodging	Hotel Tax - Hampton Inns - Client travel- lodging - 2024-04-07	10718	Angela Janda	\$ 18.75
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7100	Business Travel - Auto & Parking	Car Rental Fuel - ARCO GASOLIE - CNLV Management Work Session A - 2024-04-09	16260	Jessie Lenhardt	\$ 15.33
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7100	Business Travel - Auto & Parking	Car Rental - HERTZ - City of North Las Vegas/ Client meeting - 2024-04-10	16260	Jessie Lenhardt	\$ 137.66
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7110	Business Travel - Mileage	Personal Car Mileage - - City of North Las Vegas client meeting - 2024-04-09	16260	Jessie Lenhardt	\$ 8.71
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7140	Business Travel - Lodging	Lodging - Hampton Inns - City of North Las Vegas Client Meeting - 2024-04-08	16260	Jessie Lenhardt	\$ 197.90
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7140	Business Travel - Lodging	Lodging - Hampton Inns - City of North Las Vegas Client Meeting - 2024-04-07	16260	Jessie Lenhardt	\$ 136.22
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7140	Business Travel - Lodging	Hotel Tax - Hampton Inns - City of North Las Vegas Client Meeting - 2024-04-07	16260	Jessie Lenhardt	\$ 17.71
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7140	Business Travel - Lodging	Hotel Tax - Hampton Inns - City of North Las Vegas Client Meeting - 2024-04-08	16260	Jessie Lenhardt	\$ 25.73
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7161	Business Travel - Meals	Business Travel - Non-Per Diem Meals - Internal - In-N-Out Burger - City of North Las Vegas - 2024-04-08	16260	Jessie Lenhardt	\$ 9.48
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/16/2024	7161	Business Travel - Meals	Business Travel - Non-Per Diem Meals - Internal - Starbucks - CNLV Management Work Session A - 2024-04-08	16260	Jessie Lenhardt	\$ 21.19
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/22/2024	7161	Business Travel - Meals	Daily Allowance - - Client travel- meal - 2024-04-08	10718	Angela Janda	\$ 36.00
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	4/24/2024	7151	Other - Business Meals Client & Internal	Non-Travel - Business Meals - Internal - In-N-Out Burger - City of North Las Vegas - 2024-04-08	16260	Jessie Lenhardt	\$ 9.48
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	5/10/2024	7120	Business Travel - Airfare	Airfare - Alaska Airlines - Salem Revenue Task Force Meeting and City of North Las Vegas - 2024-05-08	16260	Jessie Lenhardt	\$ 256.10
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7100	Business Travel - Auto & Parking	Car Rental - HERTZ - CNLV Strategic plan -client meeting - 2024-06-07	16260	Jessie Lenhardt	\$ 137.66
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7110	Business Travel - Mileage	Personal Car Mileage - - CNLV Strategic plan -client meeting - 2024-06-06	16260	Jessie Lenhardt	\$ 19.43
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7120	Business Travel - Airfare	Travel Related Fees - - Wifi on airplane - 2024-06-06	16260	Jessie Lenhardt	\$ 8.00
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7120	Business Travel - Airfare	Airfare - Alaska Airlines - CNLV -strategic Plan - 2024-06-06	16260	Jessie Lenhardt	\$ 391.19
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7140	Business Travel - Lodging	Hotel Tax - Tribute Portfolio - CNLV Strategic plan -client meeting - 2024-06-05	16260	Jessie Lenhardt	\$ 31.07
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7140	Business Travel - Lodging	Lodging - Tribute Portfolio - CNLV Strategic plan -client meeting - 2024-06-05	16260	Jessie Lenhardt	\$ 239.00
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7161	Business Travel - Meals	Business Travel - Non-Per Diem Meals - Internal - The Great Greek-Mediterranean Grill - CNLV -strategic Plan - 2024-06-05	16260	Jessie Lenhardt	\$ 18.55
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	6/10/2024	7161	Business Travel - Meals	Business Travel - Non-Per Diem Meals - Internal - Daily Dose Cafe and Bakery - CNLV -strategic Plan - 2024-06-06	16260	Jessie Lenhardt	\$ 15.21
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7100	Business Travel - Auto & Parking	Car Rental - The Hertz Corporation - CNLV Council Meeting - 2024-06-05	07076	Colleen Rozillis	\$ 75.84
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7100	Business Travel - Auto & Parking	Business Travel - Transportation & Parking - SEA - Salem/CNLV Onsite - 2024-06-07	07076	Colleen Rozillis	\$ 49.58
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7100	Business Travel - Auto & Parking	Business Travel - Transportation & Parking - WSDOT - Salem/CNLV Onsite - 2024-06-06	07076	Colleen Rozillis	\$ 3.35
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7110	Business Travel - Mileage	Personal Car Mileage - - Salem/CNLV Onsite - 2024-06-06	07076	Colleen Rozillis	\$ 12.57
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7120	Business Travel - Airfare	Airfare - - CNLV Council Meeting - 2024-06-05	07076	Colleen Rozillis	\$ 129.57
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7120	Business Travel - Airfare	Airfare - - CNLV Council Meeting - 2024-06-06	07076	Colleen Rozillis	\$ 193.70
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7161	Business Travel - Meals	Daily Allowance - - CNLV Council Meeting - 2024-06-05	07076	Colleen Rozillis	\$ 52.00
736199.0001 Strategic Planning - 2024 Citywide Strategic Plan	8/2/2024	7161	Business Travel - Meals	Daily Allowance - - CNLV Council Meeting - 2024-06-06	07076	Colleen Rozillis	\$ 21.00
Total Expenses (NTE 10% of Total Budget)							\$ 3,280.02