



CHILD CARE CENTER DEVELOPMENT AND MANAGEMENT AGREEMENT

This Child Care Center Development and Management Agreement (the "Agreement") is made and entered into this 4th day of September, 2024 by and between Bright Horizons Children's Centers LLC, ("Bright Horizons"), a Delaware limited liability company with its principal office located at 2 Wells Avenue, Newton, MA 02459, and City of North Las Vegas ("Client"), with its principal office located at 2250 Las Vegas Blvd N., Suite 800, North Las Vegas, NV 89030.

WITNESSETH:

WHEREAS, Bright Horizons is engaged in the business of providing quality child care services for children and management/consulting services for employers regarding child care;

WHEREAS, Client desires to engage Bright Horizons to develop and manage a child care center ("Center") for Client at a site located at its 375 West Centennial Parkway, North Las Vegas, NV premises; and

WHEREAS, Client wishes to receive and Bright Horizons wishes to render management services for the establishment and operation of such Center.

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I TERM

This Agreement shall commence on the date hereof (the "Effective Date") and shall end on the last day of the calendar month immediately preceding the third (3rd) anniversary of the Opening Date (the "Initial Term"). Thereafter, the City shall have the option to renew the Agreement for an additional two-year term (each, a "Renewal Term"), unless and until terminated in accordance with Article VIII or unless either party gives notice to the other party at least one hundred twenty (120) days before the expiration of the Initial Term or any Renewal Term of its intent not to renew the Agreement. The Initial Term and any Renewal Term are referred to collectively as the "Term."

ARTICLE II

CENTER DEVELOPMENT; EQUIPMENT AND SUPPLIES

2.1 Development Phase. The period between the date Bright Horizons commences work for the development of the Center and the Opening Date for such Center shall be referred to herein as the "Development Phase." During the Development Phase, Bright Horizons shall:

- A. Assist Client with the Operational Design, construction planning and furnishing of the Center;
- B. Obtain all necessary child care licenses and approvals to operate the Center within sixty (60) days, or such additional period as is necessary in the jurisdiction where the Center is located, after (i) Client receives a Certificate of Occupancy for the Center or (ii) the date of this Agreement, whichever is later;
- C. Develop the Center's curriculum and program of services;
- D. Develop a budget for the Center;
- E. Develop proposals for Tuition schedules, submit such proposals to Client for its approval and adopt the approved Tuition schedule;
- F. Develop safety and health policies and procedures;
- G. Recruit and employ appropriate staff for the Center;
- H. In cooperation with Client, design and implement a communications plan to market the Center's services to Client's employees;
- I. Consult generally with Client as and when requested by Client concerning all operational and administrative matters.

2.2 Communications Plan. Bright Horizons and Client shall jointly develop a communications plan to market the Center to parents. Bright Horizons shall assist in the development of all necessary materials for such communications plan.

Any printed materials produced by or for the Center, including but not limited to Center brochures, parent handbooks, stationery and other promotional materials, may include the following reference: "operated by Bright Horizons." Bright Horizons shall have the right to review and approve in advance all printed materials specifically referencing the Center or Bright Horizons, and such approval shall not be unreasonably withheld or delayed. Bright Horizons shall furnish its logo artwork for materials production.

All press releases to be issued by Bright Horizons or Client referencing any operational issues concerning the Center or unique aspects of Bright Horizons' relationship with Client shall be approved

in advance by the other party. Bright Horizons may refer to the Center and Client in its center and client lists.

2.3 Facility for the Center. Client at its sole cost shall develop and make available to Bright Horizons the facility for the Center, the outdoor playground and all related facilities serving the Center (“Facility”) complying with all applicable building codes, zoning and other land use rules, regulations and ordinances as required by law or by the licensing authorities. Client shall be responsible for ensuring that the Facility shall remain in compliance with all such rules, regulations and ordinances throughout the Term. Bright Horizons and Client each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, or employees for any loss or damage that may occur to the Facility, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall have any right of subrogation against such other party provided however, such agreement does not invalidate said policies of insurance.

2.4 Facility-Related Services and Supplies. Client will be responsible for providing at its sole expense the following services, supplies and support for the Facility:

- A. Payment of all lease payments or interest and principal related to the lease or mortgage of the Facility, as the case may be, along with real and personal property taxes and property insurance premiums;
- B. Repair and maintenance of the Facility;
- C. All utilities consumed at the Facility (including electricity, heating, cooling, water, and gas);
- D. Telephone Services and equipment (both cellular and land lines, including installation and other costs associated with Center operations) and High Speed Internet Access;
- E. Security systems (including installation and other associated expenses);
- F. Fire alarm and detection equipment and monitoring;
- G. Appliances (dishwasher(s), stove, refrigerators, convection oven, microwave, freezer, washer and dryer);
- H. Daily janitorial services and supplies (including germicidal solution, hand soaps, toilet paper, paper towels, and trash bags), cleaning, snow removal, lawn maintenance, and pest control;
- I. Office furniture.

2.5 Other Equipment, Furniture, and Supplies. Unless otherwise agreed to by the parties, Bright Horizons will procure at Client's sole expense the following additional equipment and supplies for the Center ("Other Equipment, Furniture, and Supplies"):

- A. Classroom equipment, furniture and supplies, including interior and exterior play equipment, and classroom computers with appropriate child educational software; and
- B. Office Equipment and office supplies.

Bright Horizons shall provide Client with an itemized budget of the initial Other Equipment and Supplies to be purchased for the Center, including the estimated costs of installation and the initial stocking of office and classroom supplies. Client shall advance Bright Horizons a deposit equal to fifty percent (50%) of the total budget for Other Equipment and Supplies upon acceptance of the budget and fifty percent (50%) upon placement by Bright Horizons of related purchase orders. Bright Horizons shall reconcile any difference between the advances and the actual amount due within six (6) months after the Opening Date. Client agrees to enhance, maintain, repair or replace such Other Equipment and Supplies as requested by Bright Horizons from time to time to ensure the safety and security of the children, and Bright Horizons shall invoice Client for the cost of such enhancements, maintenance, repairs or replacements. Client may, at its option, for any individual purchase orders in excess of \$10,000, elect to order or pay directly for such Other Equipment and Supplies, in which case Bright Horizons will assist in the creation of purchase orders and provide Client access to Bright Horizons' vendor discounts. The parties agree that all improvements, furniture, equipment, and supplies for the Center which have been paid for or reimbursed to Bright Horizons by Client shall remain the property of the Client upon the expiration or termination of this Agreement.

ARTICLE III

CENTER OPERATIONS; PROGRAM; PARENT FEES

3.1 Operation of the Center. Bright Horizons shall operate the Center as a quality child care center in a professional manner and in compliance with all requirements of law and regulation applicable to the operation of the Center, including all applicable state and local child care licensing requirements. Bright Horizons shall provide all necessary personnel to staff the Center, and shall have responsibility for managing the staff, ensuring that there are adequate supplies, educational programming, training, quality assurance, risk management, financial administration and parent relations as provided in this Agreement.

3.2 Description of Child Care Program.

- A. Bright Horizons shall provide child development activities to children ages six (6) weeks through six (6) years enrolled in the Center. The program shall operate Monday through Friday, except for Holidays, for twelve (12) hours per day. Depending on the needs of the Client, the hours of operation may be extended upon mutual agreement and adjustment to the Management Fee and Operating Expenses.

- B. The program shall be designed to serve up to approximately sixty four (64) FTE enrollees unless expanded by agreement of the parties. The actual capacity served in the Center may vary depending on the age mix, groupings, and drop-in care in place on any given day. Final capacity of the Center will be subject to state and local licensing requirements. Any expansion of the Center that increases the capacity during the Term shall result, at the time of expansion, in a pro-rata adjustment of the Management Fee, Insurance, and Center Support Services based on the new capacity as a percentage increase over the prior capacity.
- C. Priority for enrollment of children at the Center shall be as follows:
 - A) **First**, Children of regular, full time Client employees;
 - B) **Second**, Siblings of children enrolled in the Center;
 - C) **Third**, Other priorities agreed to by Bright Horizons and Client;
 - D) **Fourth**, Children of Bright Horizons staff employed at the Center.
- D. A School-Age program shall be designed to serve up to a maximum of twelve (12) FTE enrollees.

3.3 Parent Fees. All Parent Fees shall be paid directly to Bright Horizons by parents monthly, in advance. Bright Horizons may require payments to be made by automatic (ACH) withdrawal. All Parent Fees for back-up care, where applicable, are due the day care is provided.

ARTICLE IV

FINANCIAL OBLIGATIONS AND PAYMENTS

4.1 Financial Obligations. Client shall be responsible for the following financial obligations:

- A. Development and Pre-Opening Obligations.
 - 1. Development Fee. Client shall pay Bright Horizons a fee of Seventy Thousand Dollars (\$70,000) for the Center development services provided by Bright Horizons as set forth in Article 2.1 of this Agreement. Such Development Fee shall be paid as follows: fifty percent (50%) upon execution of this Agreement and the balance at the earlier of (i) six (6) months following the commencement of work or (ii) the Opening Date.
 - 2. Pre-Opening Expenses. Bright Horizons shall provide Client with a projected budget for Pre-Opening Expenses for Client's review and approval. Client shall pay Bright Horizons progress payments based on the agreed upon budget for such Pre-Opening Expenses. Bright Horizons

agrees to reconcile any progress payments against the actual amount of Pre-Opening Expenses within six (6) months after the Opening Date.

B. Operational Obligations.

1. Operating Expenses. During the Term of this Agreement, Client shall pay all Operating Expenses of the Center in excess of Parent Fees received by the Center and the Management Fee described below ("Quality Subsidy"). Parent Fees shall be established by Bright Horizons in advance of each Fiscal Year, and from time to time, subject to the approval of Client. At least sixty (60) days prior to each Fiscal Year, Bright Horizons will provide Client with an estimated budget of the Operating Expenses and Parent Fees for such year. Client shall either approve such budget or work with Bright Horizons to develop an alternate approved budget for such year.
2. Facility-Related Expenses and Other Equipment and Supplies. Client shall pay all Facility-Related Expenses and Other Equipment and Supplies set forth in Articles 2.3, 2.4 and 2.5 of this Agreement, or promptly reimburse Bright Horizons in the event Bright Horizons purchases or provides these items.
3. Management Fee. Commencing upon the Opening Date, Client shall pay to Bright Horizons an annual fee of One Hundred One Thousand Eight Hundred Eighty Dollars (\$102,000) for management of the Center. Such annual Management Fee shall increase each year on the first day of the month in which the anniversary of the Opening Date falls by five percent (5%). Client shall pay each annual Management Fee in twelve equal monthly installments.

4.2 Advance. In order to cover cash flow delays during the period between the expenditures of funds by Bright Horizons and the reimbursement of those funds by Client pursuant to the terms of this Agreement, Client will advance Bright Horizons, prior to the Opening Date, an amount equal to two months of the budgeted Quality Subsidy as set forth in the pro forma budget. Within twenty (20) days of each succeeding month's end, Bright Horizons will invoice Client for the actual Quality Subsidy incurred for the month being invoiced. At the expiration or termination of this Agreement, Bright Horizons will reimburse the advance to Client, less any outstanding amounts due to Bright Horizons at that time.

4.3 Regulatory Adjustments. The budgeted Operating Expenses shall be increased within a Fiscal Year to reflect (a) changes in the federal or state wage or hour laws, (b) changes in the federal, state or local licensing requirements, and related best management practices at the Center, and (c) changes in state or local sales/use tax laws which would provide for the taxation of gross receipts derived from management of a child care center or any of the Operating Expenses. In the event taxes are or become imposed on the performance of services under this Agreement, such taxes shall be in addition to the Operating Expenses set forth in this Agreement, separately stated on invoices, and paid by Client.

4.4 Records and Audit. Bright Horizons shall maintain accurate and complete financial records and accounts to document its performance and activities under this Agreement and its expenditures and other dispositions of funds received pursuant to this Agreement. Such records shall be kept in such a way that they may be readily audited, shall be consistent with generally accepted accounting principles and budgets presented to Client and shall conform to all applicable laws. While this Agreement remains in force, and for one (1) year after its expiration or termination, Client and/or any independent accounting firm selected by Client shall have the right at any time and from time to time, during normal business hours, at Client's expense, and upon reasonable notice to Bright Horizons, to examine and audit any and all of Bright Horizons' financial records and accounts pertaining to this Agreement. Such financial records will be kept for three years from the date incurred (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of this Agreement, whichever is longer. However, audits for any budget year must be completed within twelve (12) months following that budget year.

4.5 Payments. Client shall remit all payments due to Bright Horizons within thirty (30) days of Bright Horizons' invoice date. Interest shall accrue on any unpaid or overdue balance from the date payment was originally due and shall be applied at a rate of one percent per month on any unpaid balance.

ARTICLE V **INSURANCE**

5.1 Bright Horizons Insurance. During the Term, Bright Horizons shall procure and maintain the following minimum levels of insurance coverages (limits may be satisfied by umbrella coverage):

- A. Workers' compensation insurance in statutory amounts and employer's liability insurance with limits of \$500,000 per employee and \$500,000 per disease;
- B. Commercial general liability insurance, written on a "ISO" commercial general liability form or its equivalent, with combined single limits for bodily injury and property damage, including sexual abuse, of not less than \$2,000,000 each occurrence and \$2,000,000 in the aggregate in a policy year;
- C. Business auto liability insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of not less than \$1,000,000 each accident;
- D. Umbrella liability insurance in excess of the employer's liability, commercial general liability and business auto liability insurance required above in an amount not less than \$25,000,000.

Bright Horizons agrees to include Client as an additional insured on Bright Horizons' commercial general liability and automobile liability insurance policies. Bright Horizons shall provide Client with a certificate of insurance evidencing the coverages and limits described above not more

than ten (10) days after the execution of this Agreement and a renewal certificate not more than ten (10) days after the expiration of the certificate it renews. This certificate shall provide for thirty (30) days' notice to Client in the event of a material change in the above terms of coverage or cancellation of such coverage (ten (10) days in the event of nonpayment).

5.2 Client's Insurance. Throughout the Term of this Agreement, Client shall maintain, as a Facility-Related Expense, property insurance on the Facility and all personal property used in the Center including but not limited to furniture, equipment and supplies on a "special form" policy form in an amount not less than the full replacement cost. In addition, Client shall maintain commercial general liability insurance coverage, written on an "ISO" commercial general liability form or its equivalent, with combined single limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, such coverage to include contractual liability.

ARTICLE VI **INDEMNIFICATION**

6.1 Indemnification by Bright Horizons. Bright Horizons hereby agrees to defend, indemnify and hold harmless Client, and its directors, officers, and employees for, from and against each third party claim, loss, liability, cost and expense (including reasonable attorney's fees and expenses) (collectively, "Claims") resulting from or arising out of any material breach by Bright Horizons of any of the provisions of this Agreement or any negligence, bad faith, or willful misconduct by Bright Horizons in connection with the services contemplated by this Agreement, except to the extent those Claims result from or arise out of any material breach by Client, and its directors, officers, and employees of any of the provisions of this Agreement or any negligence, bad faith, or willful misconduct by Client, and its directors, officers, and employees in connection with the services contemplated by this Agreement. To the fullest extent permitted by law, Bright Horizons' obligations under this paragraph shall be limited to the extent that such directors, officers, or employees of Client are acting in their capacity as directors, officers, or employees of Client, and not as parents or guardians using the Center.

6.2 Indemnification by Client. Client hereby agrees to defend, indemnify and hold harmless Bright Horizons and its directors, officers, and employees, from and against any Claims resulting from or arising out of any material breach by Client of any of the provisions of this Agreement or any negligence, bad faith, or willful misconduct by Client in connection with the transaction contemplated by this Agreement, except to the extent those Claims result from or arise out of any material breach by Bright Horizons, and its directors, officers, and employees of any of the provisions of this Agreement or any negligence, bad faith, or willful misconduct by Bright Horizons, and its directors, officers, and employees in connection with the transaction contemplated by this Agreement.

6.3 Notification. The indemnified party shall promptly notify the indemnifying party of any Claims, demand, action or proceeding for which indemnification will be sought under Articles 6.1 or 6.2 of this Agreement, Bright Horizons and Client shall cooperate with each other and provide each other with access to all relevant books and records in their possession.

6.4 Indirect Damages. In no event shall either Bright Horizons or Client be responsible for any indirect, special, consequential, incidental, exemplary, or punitive damages, including without limitation damages for lost profits or business opportunity, even if informed of the possibility thereof.

ARTICLE VII

CONFIDENTIALITY - NON-SOLICITATION

7.1 Confidentiality. Client and Bright Horizons acknowledge that during the Term of this Agreement, either party may be made aware of confidential or proprietary information with respect to the other party's products, improvements, designs, styles, services, contracts, customers, marketing methods, procedures, plans, proposals, employees and their children, curriculum, policies or methods, including information contained in this Agreement. The parties agree that neither party shall, without the prior written consent of the party from whom such information was obtained, disclose any such proprietary information to any third party except (a) to any employee or agent of such party who needs to know such information in order to perform the party's obligations hereunder, or (b) as may be required by law or legal process. Client agrees to treat as confidential all terms and conditions of this Agreement, and agrees not to disclose the terms and conditions of this Agreement to any third party without Bright Horizons' prior written consent.

a. 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 Bright Horizons for the disclosure of any public record including, but not limited to, documents provided to the City by Bright Horizons. In the event the City is required to defend an action with regard to a public records request for records that are not deemed confidential under the law, but which Bright Horizons does not want disclosed publicly, Bright Horizons agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to the City's denial of such a public records request. This section shall survive the expiration or early termination of the Agreement.

7.2 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year after termination, Client agrees not to employ or to cause or permit any agent or independent contractor acting for or in the interests of Client to employ any employee of Bright Horizons to render child care or related services at the Center or at any other location.

7.3 Intellectual Property. Bright Horizons is the sole and exclusive owner of all intellectual property used in connection with its business and the operation of the Center. This intellectual property includes but is not limited to all educational materials, parent handbooks and related materials, trademarks and service marks, graphics, data, text, manuals, forms, writings, charts, photographs, drawings, web sites, videotapes and other materials created by or for Bright Horizons. The parties agree that Bright Horizons shall continue to exclusively own and hold all rights to all such intellectual property during and after the Term. The permitted use of any such intellectual property by Client pursuant to the specific terms of this Agreement shall not create any ownership interest in such property or related rights whatsoever.

7.4 Use of Bright Horizons Marks. “Bright Horizons” and its related trademarks and logos (the “Marks”) are the registered trademarks of Bright Horizons, and Bright Horizons shall remain the sole and exclusive owner thereof. In consideration of the mutual promises made by the Parties pursuant to this Agreement, Bright Horizons grants Client a revocable, royalty-free, nonexclusive, nontransferable license in the United States to use the Marks in connection with use and/or promotion of the services contemplated under this Agreement. Client agrees that all of its uses of the Marks shall be subject to Bright Horizons’ reasonable review and instruction to assure Client’s use is consistent with Bright Horizons trademark protocols, including but not limited to the use of bold text and an “®” designation where the Mark appears. Upon the termination or expiration of this Agreement, this license shall automatically expire, and all use of the Marks by Client shall cease without any further action required by the Parties.

ARTICLE VIII TERMINATION

8.1 Default by Bright Horizons. If (a) within thirty (30) days after written notice from Client to Bright Horizons specifying any material default or defaults, Bright Horizons has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if any assignment shall be made by Bright Horizons for the benefit of creditors, or (c) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U.S. Code is filed by Bright Horizons or if such a petition is filed against Bright Horizons and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases Client may, in addition to and not in derogation of any remedies for any preceding breach of this Agreement, immediately or at any time thereafter and without demand terminate this Agreement by giving written notice to Bright Horizons effective upon Bright Horizons’ receipt of such notice. Notwithstanding anything to the contrary herein, Client’s rights upon an event of default caused by proceedings under the Bankruptcy Act shall be limited to the remedies permitted Client under such Act with respect to such event.

8.2 Default by Client. Without prejudice to any other rights or remedies which Bright Horizons may have in such event under this Agreement, upon thirty (30) days’ written notice, Bright Horizons may terminate this Agreement for cause if Client fails to comply with any material obligation under this Agreement, including without limitation the failure to make any payment when due. Termination under such default shall not relieve Client of its obligations to pay any amounts due under this Agreement.

ARTICLE IX NOTICES

Any notice required to be served by either party hereto upon the other shall be deemed to have been properly given upon receipt if such notice is in writing and delivered or sent Certified Mail, Return Receipt Requested, with postage prepaid, or by overnight courier service, and addressed as follows:

To Bright Horizons: Bright Horizons
 2 Wells Avenue
 Newton, MA 02459
 Attention: General Counsel

To Client: City of North Las Vegas
 2250 Las Vegas Blvd., N
 Suite 800
 North Las Vegas, NV 89030
 Attention: City Attorney

Either party may change the addresses to which notices are to be sent by notifying the other party in writing of such other address in accordance with the foregoing.

ARTICLE X **MODIFICATIONS**

This Agreement may be amended only by the written agreement of the parties hereto. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by Bright Horizons and Client.

ARTICLE XI **ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their successors and permitted assigns. Neither party may assign its rights and/or obligations pursuant to this Agreement to another entity without the written consent of the other party, except in the event that (a) such assignment is made to a successor or affiliated corporation pursuant to a corporate reorganization or merger and that such assignment will not materially affect either the scope and quality of services to be delivered under this Agreement or the numbers and locations of its employees eligible to receive such services, and (b) that the assignee is fully subject to and bound by the assignor's obligations under this Agreement.

ARTICLE XII **GOVERNING LAW**

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflict of law principles.

ARTICLE XIII **INDEPENDENT CONTRACTOR**

Bright Horizons shall be an independent contractor with respect to Client and the operation of the Center. Neither Bright Horizons nor the employees or agents of Bright Horizons shall be deemed to be agents, representatives, employees or servants of Client in the performance of Bright

Horizons' obligations under this Agreement. Client and Bright Horizons agree not to do any act or make any representation to any person to the effect that Bright Horizons or any of its employees or agents is the agent of Client.

ARTICLE XIV

REPRESENTATIONS AND WARRANTIES

14.1. Bright Horizons hereby represents and warrants for the benefit of the City, the following:

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

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

14.1.3. All Services performed, including deliverables supplied, shall conform to the 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 Bright Horizon's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

ARTICLE XV

SAFETY

15.1. Bright Horizons 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 ("OSHA"), 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. Bright Horizons further recognizes that, while Bright Horizons is performing any work on behalf the City, under the terms of this Agreement, Bright Horizons 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.

15.2. Safety Equipment. Bright Horizons will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities as required by applicable childcare licensing regulations and, as applicable, OSHA.

ARTICLE XVI

FEDERAL FUNDING

16.1 Bright Horizons 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. If applicable, this provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds in the provision of Services under this Agreement.

ARTICLE XVII

MISCELLANEOUS

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further continuing waiver of any such term, provision or condition of this Agreement. No remedy available to a party for the other party's breach of this Agreement is intended to be an exclusive remedy; a party's exercise of any remedy for breach of this Agreement shall not be deemed or construed to be a waiver of their right to pursue any other remedy. Neither party shall be liable for the failure or delay in performance of its obligations under this Agreement beyond its reasonable control other than the obligation of payment. The singular number shall include the plural and the plural shall include the singular, and any reference to any gender shall include references to all genders.

The obligations in Articles 4.4., VI, and VII shall survive the expiration or termination of this Agreement. If any term, condition or provision of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable, or to violate or contravene any federal or state law, then the term, condition, or provision so found shall be deemed severed from this Agreement, but all other terms, conditions and provisions shall remain in full force and effect. Each of the parties agrees that it has read and had the opportunity to review this Agreement with its legal counsel. Accordingly, the rule of construction that any ambiguity contained in this Agreement shall be construed against the drafting party shall not apply. This Agreement is solely for the benefit of Bright Horizons and Client, and no other person or entity shall be deemed a third party beneficiary hereof, except where expressly indicated. Each party to this Agreement shall be solely responsible for, and the other party shall have no obligation to honor, any representations or warranties that such first party may provide to any other third party(ies) with respect to the services.

Bright Horizons complies with all applicable laws in handling the protection of personal information and other data in its possession. Bright Horizons' Data Protection Terms are located at <https://www.brighthorizons.com/privacy-security> and are incorporated in full into the terms of this Agreement.

ARTICLE XVIII

DEFINITIONS

The terms used in this Agreement shall have the following meaning:

- A. **Benefits** shall mean all health and life insurance, dental insurance, 401(k), disability insurance, internal and external benefit administrative costs, payroll processing, and all other costs related to the extension of employment benefits to employees. Benefits will be charged at a fixed rate in 2024 of 28% of actual salaries and wages of Center employees, subject to annual increases that reflect the increased costs of Benefits.
- B. **Capacity** shall mean the maximum number of FTEs that can be enrolled at the Center at any one time, based on the Center's design and licensed capacity.
- C. **Center Support Services** shall mean the annual amount allocated by Bright Horizons to cover the cost of budgeting and analysis, accounting and audit, legal, purchasing, information technology support, staff training, regional manager and other operational oversight and support, curriculum planning and implementation tools, parent satisfaction surveys, public relations and parent marketing assistance, and all other related Center support activities. Center Support Services for the first year of operation shall be an annual amount of Ninety Five Thousand Eight Hundred Ninety Eight Dollars (\$95,898). The annual cost of Center Support Services shall increase in each year on the first day of the month in which the anniversary of the Opening Date falls by five percent (5%). These costs do not include the cost of completing any special Client questionnaires, reviews, or on-site, home office inspection visits, which will be charged to Client as an additional Operating Expense at Bright Horizons standard consulting rates.
- D. **Facility-Related Expenses** shall mean all expenses associated with the development, occupancy, use, maintenance, repair and replacement of the Facility, which shall include but not be limited to all expenses arising out of the items described in Articles 2.3, 2.4, 2.5 and 5.2 of this Agreement.
- E. **Fiscal Year** shall be the calendar year, unless otherwise agreed to by Bright Horizons and Client.
- F. **FTE** shall mean full time equivalent number of children.
- G. **High Speed Internet Access.** All computers in the Center will require Internet access. Initial Internet service for the Center must meet or exceed 10Mbps download and 10Mbps upload. In the event updates or upgrades to Internet access are required during the Term, the parties shall mutually agree upon specifications.
- H. **Holidays** shall mean New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Depending on the needs of the Client, the

Holidays may change upon mutual agreement and adjustment to the Management Fee and Operating Expenses.

- I. **Insurance** expenses shall include the cost of general liability insurance, umbrella coverage, student accident insurance, employment practices liability insurance, crime insurance, and all other insurance coverages purchased in connection with the operation of Bright Horizons' business, as well as other related insurance costs, including any self-insurance, deductible amounts, or retentions. Insurance will initially be charged at a fixed rate in 2024 of \$423 per year per FTE of Capacity, subject to annual increases that reflect increased costs of Insurance. Where applicable, if Client authorizes Bright Horizons to (i) procure and/or use motor vehicles in connection with the operation of the Center, and (ii) insure such vehicles, or if Bright Horizons is required to provide property insurance as part of a Lease, Bright Horizons shall procure such motor vehicle and/or property insurance at an additional cost to Client.
- J. **Office Equipment** shall include computers for Admin Staff and Teachers capable of reaching Bright Horizons cloud based center management systems, laser/inkjet printers, and at least 1 iOS based tablet for each classroom, a copy machine with scanning capabilities, and a heavy duty paper shredder. All computers in the Center will require high speed internet access and have wireless capability. The computers shall be new and meet generally available commercial specifications at the time of purchase. Monitors shall be no less than a 19" LED display. The operating system shall be Windows 11 Professional, 64-bit, with the following software at a minimum: currently supported, business edition of Microsoft Office, anti-virus, and PDF reader. Center computers shall be networked using Wi-Fi and Category 6 Ethernet cabling to provide coverage in all classrooms and administrative areas. Bright Horizons strongly prefers the use of its networking standards in the Center inclusive of security appliances, switches, and wireless access points, which shall be provided to Client as needed. If Bright Horizons provides and configures the computers, the hardware and all software shall be supported by Bright Horizons. Bright Horizons IT will require the ability to remotely access these computers for support purposes. If Client provides the computers, all hardware and software (except for the family management software) shall be supported by Client. In the event updates or upgrades to Office Equipment are required during the Term, the parties shall mutually agree upon specifications.
- K. **Opening Date** shall mean the first day Bright Horizons provides child care services in the Center. Notwithstanding the foregoing, Bright Horizons shall not open the Center for operation until it has received all of the licenses and approvals necessary to operate a child care program at the Center.
- L. **Operating Expenses** shall mean all expenses incurred in the operation of the Center, which shall include but not be limited to the following: wages, salaries, bonuses, and other compensation of Center personnel, plus related Benefits, payroll taxes, workers' compensation, relocation, vacation and sick leave, Tuition discounts for Center

employees, background check and recruiting costs, classroom materials, teacher resources, parent communications events and supplies, food service, office supplies, depreciation, local telephone and long distance service, Internet access services, kitchen, laundry and diapering supplies, vehicle operations, travel and lodging for Center personnel, printing and postage, credit card fees, bad debts related to collections of Parent Fees, employment disbursements, Insurance, sales, use and gross receipts taxes, Center Support Services, and any other direct or indirect Center operating costs, including without limitation any Facility-Related or other expenses that Client has requested and Bright Horizons has agreed to pay on behalf of Client.

- M. **Operational Design:** includes a general review of any design issues with a Bright Horizons operations representative who is familiar with the physical requirements of a child care center. Bright Horizons' operations representative will work with Client's internal design team or architect to discuss the layout of the Center, curriculum requirements, and children's needs. The services do not include and Bright Horizons does not provide as part of this Agreement any building code review, architectural analysis, design services, or regulatory review.
- N. **Other Equipment and Supply Expenses** shall mean all expenses for equipment or supplies required to operate the Center as set forth in Section 2.5 of this Agreement.
- O. **Parent Fees** shall mean Tuition, enrollment and registration fees, meal fees for breakfast and dinner and student activity fees.
- P. **Pre-Opening Expenses** shall mean all reasonable and necessary personnel and out of pocket expenses incurred by Bright Horizons in connection with the development and preparation of the Center prior to the Opening Date, which shall include but not be limited to the following: salaries, wages, Benefits and related costs of Bright Horizons employees who perform services on behalf of the Center prior to the Opening Date, storage costs associated with Center equipment and materials, recruiting costs, employee training and management relocation expenses, travel expenses for air or ground transportation, car rental, lodging, meals, parking, taxi, tips, overnight express mail expenses, advertising/public relations materials and media costs, development and printing expenses for internal communications to parents such as brochures, stickers, posters and parent handbooks, Center-related communications materials such as business cards and stationery, pre-enrollment meeting expenses, enrollment materials, all other necessary out of pocket expenses to develop and prepare the Center for opening. All out of pocket expenses incurred by Bright Horizons on behalf of Client shall be invoiced with appropriate documentation for such expenditures.
- Q. **Telephone Services** shall mean at least four (4) telephone lines and lines for security and fire systems.
- R. **Tuition** shall mean amount charged to parents for child care services.

ARTICLE XIX
ENTIRE AGREEMENT

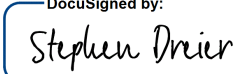
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the development and management of the Center and contains all of the covenants and agreements between the parties with respect to the Center.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement all as of the day and date first above written, each by a duly authorized officer or officers.

City of North Las Vegas,
a Nevada municipal corporation

Bright Horizons Children's Centers LLC,
a Delaware limited liability company,

By: _____
Pamela A. Goynes-Brown, Mayor

DocuSigned by:

By: _____
Name: Stephen Dreier
Title: Executive Vice President

Attest:

BH Legal: Approved by: Diane Mills

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney