


City of North Las Vegas
Service Proposal



Adam Doumont
Commercial Director
adoumont@mcleanco.com
1-877-281-0480 ext.2171
September 17, 2024

Hi Wilson,

On behalf of our entire team at McLean & Company, I am pleased to present this proposal for HR Research and Advisory services to you and your HR department at City of North Las Vegas.

McLean & Company's HR Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your HR department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your HR executives at City of North Las Vegas. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Adam Doumont
Commercial Director
adoumont@mcleanco.com
1-877-281-0480 ext.2171

McLean & Company, a division of Info-Tech Research Group Inc.

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

mcleanco.com

Proposal prepared for:

Wilson Edgell

City of North Las Vegas
Attn: Accounts Payable
2250 Las Vegas Blvd North
Suite 710, North Las Vegas, Nevada,
United States 89030

SERVICE AGREEMENT WITH MCLEAN & COMPANY, A DIVISION OF INFO-TECH RESEARCH GROUP INC.

Service Start Date: November 11, 2024 || Contract Length: 3-year
Contact: Wilson Edgell

City of North Las Vegas

Product	Bundle Options	Description	Quantity	Subtotal	Discount	Total
HR Leadership Bundle	See below for your selected bundle products		1.00	\$57,200.00	\$8,808.80	\$48,391.20
	McLean Leadership Membership	A dedicated Executive Advisor will curate the most relevant research and provide a custom plan.	1.00			
	McLean Advisory Membership	Unlimited Advisory level access	1.00			
	McLean Team Seat	Full Web Research access and Academy access	4.00			
	McLean Diagnostic Access	McLean Diagnostic Access - all standard Diagnostics	1.00			
	McLean Facilitated Program Credit	Facilitated program credits may be used for a variety of offerings from the McLean catalog. Programs range from 1 credit to 6 credits depending on size and scope.	3.00	\$23,400.00	\$3,603.60	\$19,796.40
Total Discounts:						\$12,412.40
Total:						\$68,187.60

All items stated on this document are in USD and is subject to applicable taxes.

Payment terms: Payable upon receipt of Invoice

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. Terms of Use are available at <https://hr.mcleanco.com/terms> ("Terms of Use"). Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of October 17, 2024.

Please return this signed Service Agreement to McLean & Company by DocuSign, email adoumont@mcleanco.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this service agreement and in accordance with the Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	November 11, 2024	\$68,187.60	November 11, 2024	January 1, 2026	6 weeks included for free in Year 1.
2	October 1, 2025	\$71,596.98	January 1, 2026	January 1, 2027	
3	October 1, 2026	\$75,176.83	January 1, 2027	January 1, 2028	

City of North Las Vegas,
a Nevada municipal corporation

McLean & Company,
a division of Info-Tech Research Group Inc.,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney

Exhibit A - McLean & Company's Terms of Use

"McLean & Company", a division of Info-Tech Research Group Inc. ("McLean & Company" or "we") provides proprietary human resources research, tools, materials, and related advisory services to our clients via our website (collectively the "Services"). A "Client" is defined as the entity that purchased the subscription services. These Terms of Use shall be referenced in a sales contract ("Service Agreement") between Client and "McLean & Company".

These Terms of Use state the terms and conditions under which "you", being (as the case may be) a Client and/or a "User" (defined as a user of the publicly available Services, or one or more named individual employees or representatives of the Client who are authorized in a Service Agreement to use the Services that require paid access), may use this website and the Services, which are the property of "McLean & Company". Your use of this site and the Services constitutes acceptance of these Terms of Use.

1. General Use Restrictions

The Services are to be used for the User's internal use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as "McLean & Company" otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to "McLean & Company" or upload to any "McLean & Company" site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by "McLean & Company" and other parties and may contain trademarks of "McLean & Company" or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for his or her own internal information purposes pursuant to the terms and limitations of the paid subscription. The User may download any policies or templates for their internal use, but User may not, and Client must not permit Users to, distribute

any articles, tools, templates or blueprints internally, subject to the exceptions below:

- Users may make a single copy of each slide, spreadsheet, table, graphic, or portion of text from the research content for internal presentation purposes, provided that the original "McLean & Company" copyright notice and date of publication remains affixed without alteration.
- Users may share training materials internally, for the purposes of training and educating managerial employees in the Client's organization in accordance with the intent of such training materials;
- Users may make a single copy of individual research documents for personal archival use.
- Users may forward individual research documents within employee workgroups for decision support.
- User may submit requests for permission to copy or use the research content or research services in other ways to "McLean & Company".

The User may create derivative works from the Service's tools or templates and distribute these for internal use but may not distribute these derivative works externally for any commercial or resale purposes.

Any other reproduction of the Services in any form or by any means is forbidden without "McLean & Company's" written permission, and without limiting the generality of the foregoing, the User will not:

- record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- post any Service to any other online service (including bulletin boards or the Internet);
- sublicense, lease, sell, offer for sale or assign the Service;
- utilize "McLean & Company" research to create, train, or otherwise advance generative artificial intelligence (AI), large language models (LLMs), machine learning algorithms or software, and other technological innovations for the production of derivative works, compilations, collective endeavors, or any other purpose; or
- use "McLean & Company's" name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by "McLean & Company", and if a User uses the Services by virtue of being an employee, consultant or independent contractor of a User entity that has paid for the Services, must also be authorized by that entity. Such Users who are consultants or independent contractors for another User may only use the Services exclusively for the benefit of that User entity. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective. Users shall advise "McLean & Company" immediately if they discover that their password has been compromised, at the following number 1-877-821-0480 (US) or 1-877-821-0480 (CAN). If you are an organization that is party to a service agreement with Info-Tech, references in these Terms of Use to "User(s)" include you, and you are responsible for compliance by named individual Users within your organization with these Terms of Use.

4. User Perspective

For the benefit of all Users, "McLean & Company's" research services includes the ability for Users to (i) participate in the creation of research by contributing User perspective for publication on "McLean & Company's" websites and (ii) participate in industry-specific community groups and other forums by contributing discussions posts. All such contributions are voluntary with full consent of the User. If your account is used to contribute content to "McLean & Company's" websites, (collectively, "User Contributions"), you agree to accept sole responsibility for those User Contributions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein. To the extent Users contribute any feedback to "McLean & Company" (as User Contributions or otherwise), "McLean & Company" may use that feedback to assess, improve, and market its products. To the extent Users contribute to research, "McLean & Company" may seek your consent to incorporate those contributions within the research Services and may do so without the necessity of attribution. You grant us and our affiliates, a worldwide, irrevocable, royalty-free, nonexclusive license to use, reproduce, create derivative works of, distribute, publicly display, and publish User Contributions. You agree you will not attempt to enforce any so-called "moral rights" in User Contributions against us or our affiliates.

By using "McLean & Company's" research services, you agree that none of your User Contributions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage "McLean & Company" or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by "McLean & Company" in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because "McLean & Company's" Web sites are available to the public User Contributions on "McLean & Company's" Web sites are not Confidential Information.

5. Non-Disclosure of Confidential Information

In these Terms of Use "Confidential Information" means information of a commercially sensitive or proprietary character that is marked as confidential or that a reasonable person would understand to be confidential. The "Disclosing Party" is the party disclosing Confidential Information and the "Receiving Party" is the party receiving Confidential Information. However, Confidential Information does not include information that:

- was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;

- was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to (i) a third party who has a need to know the Confidential Information and (a) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (b) is under a written obligation of confidentiality at least as restrictive as these Terms of Use or (ii) to the extent required by applicable law.

"McLean & Company" may create or use anonymized data for purposes such as benchmarking, analytics, and other good faith business purposes. Anonymized data is not the Confidential Information of Users.

6. Term

Many of the Services are "subscription" services that have a fixed Term and must be renewed in writing at the end of the term for services to continue. Contractual terms of membership are generally multiple years in length and agreed to by the parties in writing. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit one (1) year after purchase. "McLean & Company" may terminate a User's access at any time if the User or Client violates the terms of use or subscription or any other agreement with Info-Tech.

7. Cancellation

An executed Service Agreement may not be terminated for convenience. Client may terminate Service Agreement in the event that:

- "McLean & Company" changes or discontinues Services; and
- Such changes or discontinuance materially affects the User's use of the Services; and
- Client or User notifies "McLean & Company" of this material affect; and
- "McLean & Company" is unwilling or unable to reverse such changes within 20-business days.

8. Changes

"McLean & Company" strives to innovate. "McLean & Company" may update, upgrade, or otherwise change or discontinue content, features or other aspects of its Services. "McLean & Company" will not make changes that cumulatively degrade the quality of a paid subscription to the Services. "McLean & Company" also reserves the right to change the terms and conditions applicable to your use of the Services, unless otherwise agreed in a Service Agreement. Use of the Services after such changes shall be deemed to be acceptance by User of such changes. These terms were last revised on March 1, 2024.

9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable but "McLean & Company" does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business

risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. "McLean & Company" does not provide legal, accounting or other professional advice, nor should any advice from "McLean & Company" be construed as such. We encourage you to seek professional advice whenever necessary.

"McLean & Company" expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

10. Limitation of Liability

In no event is "McLean & Company" liable for any special, indirect, consequential, incidental, or punitive damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if "McLean & Company" has been advised of the possibility of such damages. "McLean & Company's" total liability shall in no event exceed the amount paid by the Client for the Service in question.

11. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under "McLean & Company's" control. "McLean & Company" is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. "McLean & Company" provides links as a convenience only and such links do not imply any endorsement by "McLean & Company" of those sites.

12. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and "McLean & Company" assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

13. Governing Law

This site and any service agreement is governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against "McLean & Company" shall take place in the courts of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

14. Entire Agreement

These standard terms of use, together with any service agreements and statements of work signed by the parties, contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral.

15. Privacy

A User's right to privacy is of paramount importance to "McLean & Company". See our Privacy Policy for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

"McLean & Company" is a division of Info-Tech Research Group Inc.

16. Contact Information

General Counsel

Legal@infotech.com

Toll-free: 1-877-281-0480 (US) or 1-877-281-0480 (CAN)

International: +1-519-936-2659

Contact Us (/about/contact_us)

17. Insurance

17.1. McLean & Company shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

17.1.1. 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 McLean & Company.

17.1.2. 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.

17.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if McLean & Company 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.

17.1.4. Professional Liability (errors and omissions): Insurance appropriate to the McLean & Company's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

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

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

17.1.6.1. 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 or on behalf of the McLean & Company including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the McLean & Company'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).

17.1.6.2. Primary Coverage: For any claims related to this contract, the McLean & Company'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 McLean & Company's insurance and shall not contribute with it.

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

17.1.6.4. Waiver of Subrogation: McLean & Company hereby grants to the City a waiver of any right to subrogation which any insurer of said McLean & Company may acquire against the City by virtue of the payment of any loss under such insurance. McLean & Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

17.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the McLean & Company, its employees, agents, and subcontractors.

17.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the McLean & Company to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

17.1.6.7. 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.

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

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

17.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

17.1.6.8.3. 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 McLean & Company must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

17.1.7. Verification of Coverage: McLean & Company shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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 McLean & Company'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.

17.1.8. 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.