

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of April 26, 2024 (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and EDGE Strategies, a Nevada corporation (“Consultant”).

WITNESSETH:

WHEREAS, the City desires to avail itself of the Consultant’s expertise and consequently has requested that the Consultant provide such expertise in rendering certain management, public affairs, leadership development, labor relations, public affairs, strategic communications, policy analysis, and advisory services (“Services”);

WHEREAS, the Consultant and the City agree that it is in their respective interests to enter into this Agreement whereby, for the consideration specified herein, the Consultant shall provide the Services as an independent consultant to the City;

WHEREAS, Consultant 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 mutual agreement of the participants hereto, and said parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

The Consultant will provide its expertise in rendering the Services and will assist and advise City management on various issues and matters as identified by the City.

In rendering the Services contemplated under this Agreement, the Consultant will:

- A. Work with the City Manager, the City’s senior management team, Mayor, and City Council on matters relevant to North Las Vegas.
- B. Confer with the City Manager and such other City personnel as the City Manager may designate at the times and places mutually agreed upon.
- C. Support and provide City communication assistance, advice, and strategic analysis.
- D. Meet with individual elected officials of all levels of government and other City stakeholders and provide information relevant to the City and council priorities.

- E. Update and inform the City Manager, the City's senior management team, Mayor, and City Council of policy matters important to North Las Vegas.
- F. In fulfilling its responsibilities under the Agreement, the Consultant will act in the name of the City under the supervision of the City Manager or his/her designee.
- G. Provide such other services related to the purposes of this Agreement as the City Manager or other City personnel, as the City Manager may designate, may request.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) year ("Term"), unless earlier terminated in accordance with the terms herein. The City Manager may, at their discretion, renew the Agreement for up to three (3) one-year renewal periods.

SECTION THREE COMPENSATION

3.1. The City agrees to pay the Consultant for the above-described Services Fifteen Thousand and 00/100 U.S. Dollars (\$15,000.00) per month. In addition to the monthly fee, the City will reimburse Consultant for pre-authorized expenses as may be reasonably incurred for travel and lodging. These expenses may not exceed \$30,000 each year this Agreement is in effect. These expenses will be reimbursed by the City upon approval of submitted invoice and back up documentation. Invoices shall be submitted to the City at the beginning of each month for the previous month's services. All payments shall be due within thirty (30) days of receipt of the invoice.

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by either party upon sixty (60) days' written notice to the other party. In the event of termination, Consultant shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date.

4.2 The City may suspend performance by Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the date on which the City will suspend performance. The Consultant 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.

SECTION FIVE
CONSULTANT REPRESENTATIONS AND WARRANTIES

5.1. The Consultant hereby represents and warrants for the benefit of the City, the following:

5.1.1. Consultant is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Consultant 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 Consultant's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Consultant.

SECTION SIX
INDEMNIFICATION

6.1. Consultant shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any 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, the negligent or intentional acts or omissions of Consultant, its subcontractors, agents, and employees, in performance of 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

7.1. The Consultant, 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 Consultant performs the Services or for any negligence, errors, or omissions of Consultant, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of Services performed by Consultant.

7.2. The Consultant may retain employees, professional service providers, or other subcontractors to perform the Services required by the Agreement. Compensation to such employees, professional service providers, or other subcontractors including, as applicable, benefits, withholding of income taxes, FICA or other taxes, and industrial insurance coverage will be the obligation of the Consultant.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Consultant shall treat all information relating to the Services and all information supplied to Consultant by the City as confidential and proprietary information of the City and shall not permit its release by Consultant'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.

8.2. Consultant hereby certifies that it has conducted, procured, or reviewed a background check with respect to each employee, agent, or subcontractor of Consultant having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Consultant's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Consultant's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Consultant 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 Consultant .

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 Consultant 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 Consultant 's profession with limit no less than \$1,000,000.00 per occurrence or claim, \$1,000,000.00 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 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 or on behalf of the Consultant 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 Consultant '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 Consultant '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 Consultant '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 City.

9.1.6.4. Waiver of Subrogation: Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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.

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

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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.

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 five (5) 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Consultant 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 Consultant'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.

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.

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 personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas
	Attention: Marie Leake
	2250 Las Vegas Blvd., North, Suite 820
	North Las Vegas, NV 89030
	Phone: 702-633-2440

To Consultant : Edge Strategies
 6620 Racel Street
 Las Vegas, NV 89131

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. Consultant while performing any Services at a City work site shall (1) make itself aware of and adhere to, and cause each subconsultant to be aware of and adhere to, all City work-site regulations, including without limitation environmental protection, loss control, safety, and security. The City, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and copy the records and documents pertaining to such requirements, provided the Consultant may redact personal information (*i.e.*, SSNs/birthdates) from such records.

11.2. Safety Equipment. Consultant will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

12.1. This Agreement, together with any attachment, contains the entire Agreement between Consultant 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 Consultant 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 Consultant .

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

13.5. Waiver. No consent or waiver, express or implied, by the Consultant 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.

13.6. Waiver of Consequential Damages. The City shall not be liable to Consultant, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. Ownership of Documents. Consultant shall treat all information related to this Agreement, all information supplied to Consultant by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.11. 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 Consultant under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.12. Public Record. Pursuant to NRS 293.010 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 Consultant for the disclosure of any public record including, but not limited to, documents provided to the City by Consultant. In the event the City is required to

defend an action with regard to a public records request for documents submitted by Consultant, Consultant 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.

13.13. 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 Consultant 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.

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

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

13.16. 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.

13.17. Boycott of Israel. Pursuant to NRS 332.065(4), by signing this Agreement, Consultant agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which this Agreement is in effect. If at any time after the signing of this Agreement, Consultant decides to engage in a boycott of Israel, Consultant must notify the City in writing. The term "boycott of Israel" has the meaning ascribed to that term in NRS 332.065.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[SIGNATURES ARE ON FOLLOWING PAGE.]

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

City of North Las Vegas,
a Nevada municipal corporation

EDGE Strategies,
a Nevada corporation

By: _____
Pamela Goynes-Brown, Mayor

By: _____
Dr. Ryann Juden, President

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney