

**AGREEMENT BETWEEN CITY OF NORTH LAS VEGAS
AND
FirmName**

This Agreement (this "Agreement") is executed this _____ day of _____, 2009 by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and FirmName, a Nevada Corporation (the "Services Provider").

RECITALS:

1. The City desires to Services (hereinafter referred to as the "Project");
2. The Services Provider is experienced in and qualified to provide such consulting services;
3. The City desires to have the Services Provider perform all of the Project as described in the attached Scope of Work, and the Services Provider agrees such performance, upon the terms and conditions described in this Agreement;

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

SECTION I - RESPONSIBILITY OF SERVICES PROVIDER

The Services Provider has the following responsibilities:

- A. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subconsultants, and by any of the principals, officers, employees and agents of Services Provider or any subconsultant under this Agreement.
- B. The Services Provider shall designate **CONSULTANTREpname** as Project Sponsor and Project Manager. All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Project Manager, or by the Services Provider's associates, employees and subconsultants under the personal supervision of the Project Manager. If the Project Manager becomes unable to serve in the capacity of Project Manager for any reason, the Services Provider shall notify the City in writing of such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project.
- C. The Services Provider agrees that its officers and employees will cooperate with the City in the performance its obligations under this Agreement and will be available for consultation with the City within two (2) business days from a request from the Director of Public Works or their authorized designees.
- D. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, or any other real or personal property of the City without the City's prior written consent.
- E. The Services Provider shall not send any correspondence related to the Project without the City's prior written approval.
- F. The Services Provider, and its officers, partners, employees, and subconsultants will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at such reasonable times with advance notice as to not conflict with other responsibilities.

The foregoing responsibilities and obligations of the Services Provider are in addition to any other responsibilities or obligations of the Services Provider set forth in this Agreement.

SECTION II - RESPONSIBILITY OF CITY

The City has the following responsibilities:

- A. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one (21) days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions.
- C. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Service Provider, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Service Provider in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.
- D. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information which the Services Provider deems necessary.

SECTION III - SCOPE OF SERVICES

- A. The Services Provider shall perform all services as detailed in the attached Scope of Work described on the attached Exhibit A, which is hereby incorporated by reference.
- B. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Services Provider for changes to the Scope of Work without the prior written authorization of the City to proceed with such changes.
- C. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any subconsultant or any of the officers, employees, or agents of Services Provider or any subconsultant.

SECTION IV - PAYMENT TERMS

- A. Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work on a time and material basis in an amount not to exceed **\$0.00**, which amount shall be paid pursuant to this Section based upon the hourly fee schedule set forth in the attached Exhibit B, which is hereby incorporated by reference.
- B. Payment to the Services Provider shall be made within thirty (30) days after the City receives an invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains all of the information requested by the City.
- C. No additional compensation shall be paid to the Services Provider for changes in the Services Provider's responsibilities without the prior written authorization of the City to proceed with such changes.
- D. No additional compensation shall be paid to the Services Provider for additional costs or delay due to the negligence or intentional acts of the Services Provider or any subconsultant, officer, employee, or agent of the Services Provider or of any subconsultant.

SECTION V - REPRESENTATIONS AND WARRANTIES

The Services Provider represents and warrants the following:

- A. The Services Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada; and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.
- B. The Services Provider shall require that each agent or subcontractor performing any portion of the Scope of Work shall be required to comply with all obligations of the Services Provider to the City under this Agreement.

The representations and warranties made by the Services Provider survive the termination or expiration of the Agreement.

SECTION VI - INSURANCE

- A. The Services Provider shall procure and maintain at all times during the performance of the Project, at its own expense, the following insurances:
 - 1. Workers' Compensation Insurance as required by applicable Legal Requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or the Services Provider.
 - 2. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$500,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.
 - 3. Professional Liability insurance in a policy limit of not less than \$500,000 for combined single limit per occurrence, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable.
- B. Services Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. The Services Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the Services Provider.
- C. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:
 - 1. Waive subrogation against the City, its officers, agents, servants and employees;
 - 2. Provide that they are primary and noncontributing with any insurance which the City may carry;
 - 3. Include or be endorsed to cover the Services Provider's contractual liability to the City;
 - 4. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION VII - EVENT OF DEFAULT

- A. As used herein, "Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by the Services Provider, or any breach of this Agreement, which the Services Provider fails to remedy within five (5) days after written notice to the Services Provider.
- B. A breach of this Agreement includes, without limitation, any of the following: (a) if the Services Provider is unable to obtain or maintain any governmental authorizations necessary to perform its obligations under

this Agreement, (b) if the Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement, (c) if any resume, statement of qualifications or representations and warranties of the Services Provider, given to the City by the Services Provider, was materially false when given, and (d) any Event of Default.

SECTION VIII - TERMINATION

- A. The City may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notification of the termination to the Services Provider. Notification to the Services Provider of such termination shall be sent by the City in accordance with Section 10. Upon such termination, the City agrees to pay the Services Provider the reasonable value for all work and services performed to the date of termination.
- B. The City may, upon written notice to the Services Provider, terminate this Agreement immediately "for cause" upon an Event of Default. Upon such termination, all rights and obligations of the parties hereunder shall cease and the City shall not be liable to the Services Provider for any cost or expense for preparing for the Project.

SECTION IX - INDEMNIFICATION

Notwithstanding any of the insurance requirements in Section 6, the Services Provider 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 the Services Provider, its subcontractors, agents, and employees, in fulfillment or performance of the terms of this Agreement. This Section 9 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION X - NOTICES

All notices and other instruments required to be given under this Agreement shall be in writing and are effective upon delivery in writing if served personally, including, without limitation, delivery by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Eng_Project_Manager
CityAddress
CityCity
Phone: (702)xxx-xxxx Fax: (702) xxx-xxxx

To Services Provider: FirmName
Attention: FirmSigner
FirmStreet
FirmCity
Phone: (702) xxx-xxxx Fax: (702) xxx-xxxx

SECTION XI - MISCELLANEOUS

- A. 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.
- B. 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 the Services Provider obtained under this Agreement, this Agreement will be terminated when appropriate funds expire.
- C. Assignment of this Agreement by the Services Provider without the prior written consent of the City is void and a breach of this Agreement.

- D. The failure to enforce or the delay in enforcement of any provision of this Agreement by one of the parties is not a waiver of such provision or right unless such party expressly waives such provision or right in writing.
- E. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining terms of this Agreement not held invalid, void or unenforceable shall continue in full force and effect.
- F. In the event any action is commenced by either party against the other in connection herewith, 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 11.6 shall survive the completion of the Project until the applicable statutes of limitation expire.
- G. This Agreement constitutes the entire Agreement between the parties regarding the Project and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.
- H. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.
- J. All diagrams, address lists, photographs, videos, images or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work Made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.
- K. 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.

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

City of North Las Vegas
A Nevada municipal corporation

FirmName
A Nevada corporation

By: _____
CITYSIGNER

By: _____
FirmSigner

Attest:

By: _____
Karen L. Storms, CMC
City Clerk

Approved As To Form:

Nicholas Vaskov, City Attorney

By: _____
Bethany Rudd Sanchez
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT “ A ”

EXHIBIT “ B ”