



2021

**LAS**  
*Vegas*<sup>®</sup>  
CONVENTION AND  
VISITORS AUTHORITY

REGULAR MEETING OF THE

# Board of Directors

Tuesday, August 10, 2021  
Las Vegas Convention Center

[www.lvcva.com](http://www.lvcva.com)



## Board of Directors

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**JOHN MARZ**  
*Chairman*  
Councilman  
City of Henderson



**MARILYN SPIEGEL**  
*Vice Chair*  
President  
Wynn and Encore



**JIM GIBSON**  
*Secretary*  
Commissioner  
Clark County  
Commission Office



**ANTON NIKODEMUS**  
*Treasurer*  
President and COO CityCenter  
Aria Resort & Casino/  
Vdara Hotel & Spa



**SCOTT DEANGELO**  
EVP &  
Chief Marketing Officer  
Allegiant Travel Company



**MICHELE FIORE**  
Councilwoman  
City of Las Vegas



**CAROLYN G. GOODMAN**  
Mayor  
City of Las Vegas



**PAMELA GOYNES-  
BROWN**  
Councilwoman  
City of North Las Vegas



**JAN JONES BLACKHURST**  
Caesars Entertainment  
Board of Directors  
Chief Executive in Residence,  
UNLV International  
Gaming Institute



**KIERNAN MCMANUS**  
Mayor  
City of Boulder City



**MICHAEL NAFT**  
Commissioner  
Clark County  
Commission Office



**MARY BETH SEWALD**  
President and CEO  
Vegas Chamber



**STEVE THOMPSON**  
Executive Vice President  
Operations  
Boyd Gaming Corporation



**BRIAN WURSTEN**  
Councilman  
City of Mesquite



**NOTICE OF PUBLIC MEETING AND AGENDA**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**TUESDAY, AUGUST 10, 2021**  
**9:00 A.M.**

**Las Vegas Convention Center – Board Room**  
**3150 Paradise Road**  
**Las Vegas, Nevada 89109**

This meeting is noticed in conformance with the State of Nevada Executive Department Declaration of Emergency Directives 006 and 044, dated March 22, 2020 and April 19, 2021, respectively.

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**BOARD OF DIRECTORS:**

**Councilman John Marz, Chair**  
**Ms. Marilyn Spiegel, Vice Chair**  
**Commissioner Jim Gibson, Secretary**  
**Mr. Anton Nikodemus, Treasurer**  
Mr. Scott DeAngelo  
Councilwoman Michele Fiore  
Mayor Carolyn Goodman

Councilwoman Pamela Goynes-Brown  
Ms. Jan Jones Blackhurst  
Mayor Kiernan McManus  
Commissioner Michael Naft  
Ms. Mary Beth Sewald  
Mr. Steve Thompson  
Councilman Brian Wursten

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THIS PUBLIC MEETING IS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

LVCVA Website: [www.lvcva.com/agenda](http://www.lvcva.com/agenda)  
Nevada Public Notice Website: <https://notice.nv.gov/>

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*THE BOARD OF DIRECTORS (BOARD) MAY:  
CONSIDER AGENDA ITEMS OUT OF ORDER;  
COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION; AND  
REMOVE OR DELAY DISCUSSION ON ANY AGENDA ITEM AT ANY TIME.*

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**AGENDA**

**OPENING CEREMONIES**

Call to Order  
Roll Call  
Pledge of Allegiance

**COMMENTS FROM THE FLOOR BY THE PUBLIC**

The first public comment period is limited to comments on items on the agenda. Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

**APPROVAL OF AGENDA AND MINUTES**

Approval of the Agenda.  
For possible action.

Approval of the Minutes from the July 13, 2021 Regular Meeting of the Board.  
For possible action.



## **PRESENTATIONS**

### **Presentations by the LVCVA Staff**

LVCVA staff will deliver presentations on Operations, Marketing and Sales achievements, People and Culture, and General Government highlights.

This is an information item and does not require Board action.

## **LVCVA STAFF REPORTS AND REQUESTED ACTIONS**

### **MARKETING DIVISION**

1. **IMEX America – Las Vegas, Nevada – November 9-11, 2021**

That the Board consider authorizing the Chief Executive Officer (CEO)/President to execute an agreement in the amount of \$270,000 with The Ice Agency for tradeshow booth construction, with branded Las Vegas exhibition floor designs, for the IMEX America Trade Show, which will take place November 9 – 11, 2021, in Las Vegas, Nevada.

For possible action.

### **OPERATIONS DIVISION**

2. **Interlocal Agreement for the Safe Strip Initiative – Las Vegas Metropolitan Police Department**

That the Board consider authorizing the CEO/President to execute an interlocal agreement with the Las Vegas Metropolitan Police Department, in the amount of \$75,000, for the Safe Strip Initiative.

For possible action.

### **GENERAL GOVERNMENT DIVISION**

3. **Contracts Report**

Pursuant to Board Policies (1.04 and 5.01) and Chapters 332 and 338 of the Nevada Revised Statutes, the Contracts Report serves to notify the Board of Directors of the following: 1) Contractual commitments, change orders, or amendments to contracts executed under the CEO's Signature Authority that exceed \$50,000; 2) Contractual commitments and amendments to contracts related to the Las Vegas Convention Center District (LVCCD) projects as executed under the delegated authority of the CEO/President; and 3) Public works contracts awarded by the LVCVA.

This is an information item and does not require Board action.

4. **Public Hearing on the Proposed Memoranda of Agreement Modifying the Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 1107 Relating to – 1) Recall Rights and 2) Creation and Modification of Positions in the Bargaining Unit Classification**

That the Board consider, pursuant to NRS 288.153: 1) Conducting a public hearing on the proposed Memoranda of Agreement (MOAs) between the LVCVA and SEIU Local 1107 modifying the Collective Bargaining Agreement (CBA) to increase the recall list rights for demoted or laid off employees from 12 months to 18 months and to add new and modified titles, grades, and seniority to the bargaining unit classifications of the CBA; and 2) Approving the MOAs and authorizing the CEO/President to execute the MOAs.

**Conduct a Public Hearing on the proposed MOAs modifying the CBA between the LVCVA and SEIU Local 1107**

**[Open Public Hearing on the proposed MOAs modifying the CBA between the LVCVA and SEIU Local 1107](#)**

Discussion of MOAs by any interested person.

**Close Public Hearing on the proposed MOAs modifying the CBA between the LVCVA and SEIU Local 1107**

For possible action.

## **COMMENTS FROM THE FLOOR BY THE PUBLIC**

This public comment period is for any matter that is within the jurisdiction of the Board. Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

## **ADJOURNMENT**

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board's minutes must be flat, unfolded, on paper of standard quality, and 8½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The LVCVA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board may permit the filing of noncomplying [sic] written remarks, documents, and related exhibits pursuant to NRS 241.035(1)(e).

To submit ideas to the LVCVA, please visit <https://www.lvcva.com/who-we-are/meetings-and-minutes/>

The Board's meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact the Customer Safety Department at: 702-892-7400, which is a 24-hour Dispatch Control Center, or contact Silvia Perez in the Board Office at: 702-892-2802.

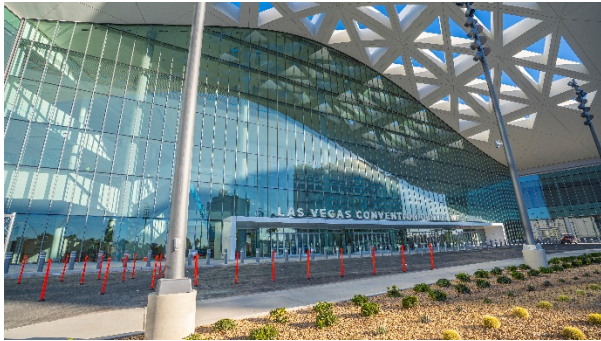
Members of the Board may participate in this meeting via telephone conference call.

For information or questions regarding this agenda please contact:  
Silvia Perez, Executive Assistant to the Board  
3150 Paradise Road, Las Vegas, Nevada 89109  
702-892-2802 or [sperez@lvcva.com](mailto:sperez@lvcva.com)

Supporting materials for this meeting are available at 3150 Paradise Road, Las Vegas, NV 89109 or by contacting Silvia Perez at 702-892-2802 or [sperez@lvcva.com](mailto:sperez@lvcva.com)

# **MINUTES**

**Regular Meeting of the Board of Directors**  
**July 13, 2021**



## Regular Meeting of the Board of Directors July 13, 2021 Minutes

The Regular Meeting of the Board of Directors (Board) of the Las Vegas Convention and Visitors Authority (LVCVA) was held on July 13, 2021, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada, 89109. This meeting was properly noticed and posted in accordance with the State of Nevada Executive Department Declaration of Emergency Directives 006 and 044, dated March 22, 2020 and April 19, 2021, respectively.

### Board of Directors (Board)

*Present unless otherwise noted*

**Councilman John Marz, Chair**  
**Ms. Marilyn Spiegel, Vice Chair**  
**Commissioner Jim Gibson, Secretary**  
**Mr. Anton Nikodemus, Treasurer**  
 Mr. Scott DeAngelo  
 Mayor Pro Tem Michele Fiore.....*via phone*  
 Mayor Carolyn Goodman

Councilwoman Pamela Goynes-Brown  
 Jan Jones Blackhurst.....*absent*  
 Mayor Kiernan McManus  
 Commissioner Michael Naft  
 Ms. Mary Beth Sewald  
 Mr. Steve Thompson.....*via phone*  
 Councilman Brian Wursten

LVCVA Executive Staff present

Steve Hill, CEO/President  
 Caroline Bateman, General Counsel  
 Ed Finger, Chief Financial Officer  
 Brian Yost, Chief Operating Officer  
 Lori Nelson-Kraft, Sr. VP of Communications  
 Kate Wik, Chief Marketing Officer  
 Stana Subaric, Senior Vice President of People & Culture

### **OPENING CEREMONIES – CALL TO ORDER**

Chairman John Marz called the meeting to order at 9:00 a.m.

Caroline Bateman, General Counsel, acknowledged that all Board members were present, except for Members Michele Fiore, Carolyn Goodman, and Jan Jones Blackhurst, who were absent. Ms. Bateman acknowledged that Member Steve Thompson was attending telephonically.

The Pledge of Allegiance was performed.

Member Fiore entered the meeting telephonically at 9:02 a.m.

Member Goodman entered the meeting at 9:05 a.m.

### **COMMENTS FROM THE FLOOR BY THE PUBLIC**

There were no comments on the floor by the public.

## **APPROVAL OF AGENDA AND MINUTES**

### **APPROVAL OF THE AGENDA AND MINUTES**

**Vice Chair Marilyn Spiegel moved, and it was carried by unanimous vote of the voting members, to approve the July 13, 2021, Regular Meeting of the Board of Directors agenda, and to approve the minutes of the June 8, 2021, Regular Meeting of the Board of Directors.**

## **BOARD APPOINTMENTS**

Pursuant to NRS 244A.603(1)(g)(2), the following nominees have been submitted by the Nevada Resort Association for the term of July 1, 2021 – June 30, 2023.

***In accordance with NRS 244A.603, only elected Board Members may vote on the possible appointment of the following nominees:***

Ms. Marilyn Spiegel – Wynn Resorts Las Vegas  
Mr. Anton Nikodemus – MGM Resorts International

Chair Marz informed the Board that the Nevada Resort Association (NRA) nominated Marilyn Spiegel and Anton Nikodemus as its representatives on the LVCVA Board.

**Chair Marz moved, and it was carried by unanimous vote of the voting public elected members of the Board, to approve the NRA's appointment of Ms. Marilyn Spiegel and Mr. Anton Nikodemus to the LVCVA Board.**

Chair Marz acknowledged that Members Mary Beth Sewald and Brian Wursten would be sworn in along with Members Spiegel and Nikodemus, as they were re-appointed at the June 8, 2021 Board meeting, but unable to attend in person.

***Oath of Office was administered to the newly appointed Members of the Board, by the Honorable Judge Cristina Silva***

## **PRESENTATIONS**

### **Presentations by the LVCVA Staff**

Lori Nelson-Kraft, Senior Vice President of Communications, described the Hospitality Heroes program and shared a video introducing the Hospitality Heroes Award recipient, Samantha Frye, Pool Operations Manager at Treasure Island Resort & Casino.

Brian Yost, Chief Operating Officer, delivered a PowerPoint and video presentation on building updates including the following events held at the Las Vegas Convention Center (LVCC): Amateur Athletic Union (AAU) West Coast Championships - Jam on It Tournament; the Association of Woodworking and Furnishings Suppliers' AWFS Fair; Water Quality Association Convention & Expo; CHAMPS Tradeshow; and MINExpo.

Mr. Yost provided an update on a dedication ceremony held in honor of Taryle Spain, in which the LVCVA's Client Services building was renamed the Taryle Spain Services Building.

Kate Wik, Chief Marketing Officer, delivered a PowerPoint and video presentation on the LVCVA's marketing efforts including coverage featuring Las Vegas on CNN's Fourth in America special. Ms. Wik thanked Las Vegas Events and the Las Vegas Metropolitan Police department for ensuring smooth Fourth of July events in the destination and shared two video clips relating to Fourth of July media coverage in Las Vegas.

Ms. Wik provided an update on the "Live in Vegas" campaign and shared video advertisements related to live entertainment in Las Vegas. Ms. Wik provided information on the testing of two new Twitter features related to the campaign, including a Las Vegas brand emoji and branded reminders.

Ms. Wik provided an update on web-based marketing efforts and PR coverage regarding live entertainment.



Ms. Wik commented on the LVCVA's partnership with EXTRA TV and shared a segment regarding live entertainment in Las Vegas. Ms. Wik commented on efforts regarding the "Live in Laughlin" campaign, highlighting the return to live entertainment in Laughlin.

Ms. Wik provided information on the LVCVA's support of the Immunize Nevada events and the marketing of vaccine efforts.

Ms. Kraft highlighted communications efforts including the LVCVA's approach to pandemic recovery efforts and shared a video regarding the history and opening of the LVCVA's West Hall.

## **LVCVA STAFF REPORTS AND REQUESTED ACTIONS**

### **MARKETING DIVISION**

ITEM 1. **Worldwide Wrestling Entertainment – SummerSlam Sponsorship Agreement - Las Vegas, Nevada – August 21, 2021**

Fletcher Brunelle, Vice President of Marketing, provided information on SummerSlam's anticipated attendance and estimated revenue, and requested that the Board consider authorizing the Chief Executive Officer (CEO)/President to execute a Sponsorship Agreement with Worldwide Wrestling Entertainment, Inc, in the amount of \$300,000, for the SummerSlam event on August 21, 2021 at Allegiant Stadium in Las Vegas.

**Fiscal Impact**

FY 2022: \$300,000 Expenditure

Member Scott DeAngelo provided a disclosure, pursuant to Chapter 281A of the Nevada Revised Statutes (NRS), under Agenda Items 1 and 3 relating to his employment by Allegiant Travel Company and Allegiant's naming rights agreement with Allegiant Stadium. He noted that the independence of judgement of a reasonable person in his situation would not be materially affected regarding the proposed sponsorships agreements by his employment with Allegiant, and he voted on the matters.

**Vice Chair Spiegel Marilyn Spiegel moved, and it was carried by unanimous vote of the voting members to authorize the CEO/President to execute a Sponsorship Agreement with Worldwide Wrestling Entertainment, Inc, in the amount of \$300,000, for the SummerSlam event on August 21, 2021 at Allegiant Stadium in Las Vegas.**

ITEM 2. **UFC International Fight Week (IFW) Sponsorship Agreement - Las Vegas, Nevada – September 2021**

Mr. Brunelle shared anticipated attendance and estimated economic impact from the event, and requested that the Board consider authorizing the CEO/President to execute a Sponsorship Agreement with the Ultimate Fighting Championship (UFC), in the amount of \$150,000, for the UFC's International Fight Week in September 2021 in Las Vegas.

**Fiscal Impact**

FY 2022: \$150,000 Expenditure

Treasurer Anton Nikodemus provided a disclosure, pursuant to NRS 281A, relating to his employment with MGM Resorts and the ownership of T-Mobile Arena by MGM Resorts. He noted that the independence of judgement of a reasonable person in his situation would not be affected regarding the proposed sponsorship agreement by my employment with MGM Resorts and he voted on the matter.

**Vice Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to authorize the CEO/President to execute a Sponsorship Agreement with the UFC, in the amount of \$150,000, for the UFC's International Fight Week in September 2021 in Las Vegas.**

- ITEM 3. **Leagues Cup Final - Las Vegas, Nevada – September 2021 and September 2022**  
Mr. Brunelle shared anticipated attendance and estimated economic impact from the event and requested that the Board consider authorizing the CEO/President to execute a two-year Sponsorship Agreement with Soccer United Marketing, LLC, in the amount of \$750,000, for the Leagues Cup Final events in September 2021 and September 2022 at Allegiant Stadium in Las Vegas.

Fiscal Impact

FY 2022: \$375,000 Expenditure

FY 2023: \$375,000 Expenditure

**Secretary Jim Gibson moved, and it was carried by unanimous vote of the voting members, to authorize the CEO/President to execute a two-year Sponsorship Agreement with Soccer United Marketing, LLC, in the amount of \$750,000, for the Leagues Cup Final events in September 2021 and September 2022 at Allegiant Stadium in Las Vegas.**

- ITEM 4. **U.S. Travel Association's IPW 2021 Las Vegas - Las Vegas, Nevada - September 18 – 22, 2021**

Mr. Brunelle requested that the Board consider the following as they relate to the LVCVA hosting U.S. Travel Association's IPW, September 18 – 22, 2021 in Las Vegas, Nevada: 1) Approving an expenditure in the amount of \$250,000 for a sponsorship contribution towards the IPW Opening Event at Resorts World on Sunday, September 18, 2021; 2) Approving an expenditure not to exceed \$280,000 for tradeshow booth, media/press lounge, and branded Las Vegas exhibition floor designs and construction; 3) Approving discounted revenue in the amount of \$101,000 to provide IPW attendees with Monorail passes for the duration of the IPW show; 4) Approving a sponsorship contribution from Travel Nevada to the LVCVA in the amount of \$125,000 to assist the LVCVA in fulfilling its hosting duties; and 5) Authorizing the Chief Executive Officer (CEO)/President to execute the applicable contract documents.

Fiscal Impact

FY 2022: \$1,088,800 Expenditure

**Vice Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to authorize the following as they relate to the LVCVA hosting U.S. Travel Association's IPW, September 18 – 22, 2021 in Las Vegas, Nevada: 1) Approving an expenditure in the amount of \$250,000 for a sponsorship contribution towards the IPW Opening Event at Resorts World on Sunday, September 18, 2021; 2) Approving an expenditure not to exceed \$280,000 for tradeshow booth, media/press lounge, and branded Las Vegas exhibition floor designs and construction; 3) Approving discounted revenue in the amount of \$101,000 to provide IPW attendees with Monorail passes for the duration of the IPW show; 4) Approving a sponsorship contribution from Travel Nevada to the LVCVA in the amount of \$125,000 to assist the LVCVA in fulfilling its hosting duties; and 5) Authorizing the CEO/President to execute the applicable contract documents.**

Mr. Hill expressed enthusiasm for the opportunities presented by Allegiant Stadium for hosting events and thanked everyone involved in bringing these events to Las Vegas.

- ITEM 5. **Advertising and Marketing Communications Agency of Record Partner Agreement – R&R Partners**

Mr. Hill acknowledged that he would be addressing Agenda Items 5, 6, and 7 at the same time, but voting for these items could be grouped or individual, dependent on the Chair's preference.

Mr. Hill provided a summary of the Marketing RFP process and its culmination with four finalists presenting at a meeting of the LVCVA's Marketing Committee. Mr. Hill described the financial impact of these items and requirements under Nevada's Open Meeting Law to give notice to the public regarding maximum expenditures. Mr. Hill then detailed the proposed fees structure as it relates to the LVCVA's marketing budget, stating the requested amounts will exceed what is approved in probable future Marketing budget, which would allow the Board to control the amount expended in Marketing through the budget approval process, without requiring re-approval of any changes within each specific contract.

Mr. Hill detailed the incorporation of language to allow the ability to shift fees by 10% in either direction, depending on media buying activities during given times. Mr. stated that contract language allows flexibility within the scopes of work of each agency but does not allow flexibility that would allow major changes to the scopes of work being proposed.

Mr. Hill stated that staff is recommending a four-year term with R&R Partners with the potential for a two-year extension in Agenda Item 5, and a two-year term with two potential two-year extensions with Grey in Agenda Item 6.

Mr. Hill thanked Ms. Wik and her staff for their work in this process and commented on the LVCVA's recommendation regarding the continuation of R&R Partners as the LVCVA's Advertising Agency of Record.

Mr. Hill described Grey Group's background and experience and commented on the LVCVA's recommendation of Grey Group as its Social Brand Agency.

Mr. Hill expressed excitement to work with both agencies.

Mr. Hill addressed Agenda Item 7, stating that R&R partners historically contracted with Heart + Mind Strategies for advertising research, and clarified the request in Agenda Item 7 is to transfer that contract from R&R to the LVCVA.

Member Fiore asked if the 10% language was within the \$662.5 million total amount for Agenda Items 5, 6, and 7, to which Mr. Hill confirmed it was, and clarified that it will be controlled through the Board through the budget process, and the request would not exceed the budgeted amount approved by the Board, but would allow flexibility within both parameters of the agenda item and the Board-approved budget.

Member Goodman expressed excitement and support for Agenda Items 5, 6, and 7, and shared thoughts on the importance of social media marketing. Member Goodman reiterated the importance of transparency and clarified the Board of Directors' authority as the ultimate decision-maker for the LVCVA.

Member Sewald echoed Member Goodman's sentiments and thanked Mr. Hill and Ms. Wik for their work on this process and provided the following disclosure in relation to Agenda Item 5: "I'm employed by the Vegas Chamber where I serve as the President and CEO. In 2020, R&R Partners provided assistance to the Vegas Chamber during the Chamber's rebranding efforts and received Chamber benefits in return. The independence of judgement of a reasonable person in my situation would not be materially affected regarding the recommended Agency of Record contract with R&R Partners based on the assistance R&R provided. Therefore, with this disclosure, I will be voting on this matter."

Chair Marz thanked Ms. Wik for her work on facilitating the Marketing RFP process, and stated he would prefer to have Agenda Items 5, 6, and 7, voted on separately.

Mr. Hill requested that the Board consider the following: 1) Appointing R&R Partners (R&R) as the LVCVA's Advertising Agency of Record; 2) Authorizing the CEO/President to execute a four-year advertising and marketing communications agreement with R&R, with an optional two-year extension, in an amount not to exceed \$500 million, inclusive of R&R's services fees (Agency Compensation), content creation costs, and media purchases, which shall be capped through the LVCVA's annual budget process; and 3) Delegating authority to the CEO/President to increase the Agency Compensation up to 10% annually based on market conditions and/or the LVCVA's business needs, if the increase does not exceed budgetary approval for the fiscal year.

Fiscal Impact

FY 2022: \$75 Million  
FY 2023: \$80 Million  
FY 2024: \$84 Million  
FY 2025: \$85 Million  
FY 2026: \$87 Million  
FY 2027: \$89 Million

R&R's Scope of Work shall include: Account Management & Brand Planning; Advertising and Content Creation; Research; Public Relations; Crisis Communications; and Events and Sponsorships. As its annual Agency Compensation for performance of its Scope of Work, R&R will receive the following:

Agency Services Fee: \$6.72M  
Content Creation Services Fee: \$7.56M  
Media Services Fee: \$4.20M

The remaining annual expenditures shall be used for purchased media, content productions costs, and other pass-through "at cost" expenses.

The contract may include an annual consumer price index adjustment increase of up to 3.5%.

**Vice Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to: 1) Appoint R&R Partners (R&R) as the LVCVA's Advertising Agency of Record; 2) Authorize the CEO/President to execute a four-year advertising and marketing communications agreement with R&R, with an optional two-year extension, in an amount not to exceed \$500 million, inclusive of R&R's services fees (Agency Compensation), content creation costs, and media purchases, which shall be capped through the LVCVA's annual budget process; and 3) Delegate authority to the CEO/President to increase the Agency Compensation up to 10% annually based on market conditions and/or the LVCVA's business needs, if the increase does not exceed budgetary approval for the fiscal year.**

ITEM 6.

**Social Brand Agency Partner Agreement – Grey Group**

Mr. Hill requested that the Board consider the following: 1) Appointing Grey Group (Grey) as the LVCVA's Social Brand Agency; 2) Authorizing the CEO/President to execute a two-year social marketing contract agreement with Grey, with two (2) optional two-year extensions, in an amount not to exceed \$160 million, inclusive of Grey's services fees (Agency Compensation), content creation costs, and media purchases for social platforms, which shall be capped through the LVCVA's annual budget process; and 3) Delegating authority to the CEO/President to increase the Agency Compensation up to 10% annually based on market conditions and/or the LVCVA's business needs, if the increase does not exceed budgetary approval for the fiscal year.

**Fiscal Impact**

FY 2022: \$20 Million  
FY 2023: \$26 Million  
FY 2024: \$27 Million  
FY 2025: \$28 Million  
FY 2026: \$29 Million  
FY 2027: \$30 Million

Grey's Scope of Work shall include: Account Management & Brand Planning; Social Media and Content Creation; Community Management; and Research. As its annual Agency Compensation for performance of its Scope of Work, Grey will receive the following:

Agency Services Fee: \$2.46M  
Content Creation Services Fee: \$4.50M  
Media Services Fee: \$1.44M

The remaining annual expenditures shall be used for media purchased for social platforms, content productions costs, and other pass-through "at cost" expenses.

The contract may include an annual consumer price index adjustment increase of up to 3.5%.

**Vice Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to: 1) Appoint Grey Group (Grey) as the LVCVA's Social Brand Agency; 2) Authorize the CEO/President to execute a two-year social marketing contract agreement with Grey, with two (2) optional two-year extensions, in an amount not to exceed \$160 million, inclusive of Grey's services fees (Agency Compensation), content creation costs, and media purchases for social platforms, which shall be capped through the LVCVA's annual budget process; and 3) Delegate authority to the CEO/President to increase the Agency Compensation up to 10% annually based on market conditions and/or the LVCVA's business needs, if the increase does not exceed budgetary approval for the fiscal year.**

ITEM 7.

**Research Partner Contract – Heart + Mind Strategies**

Mr. Hill requested that the Board consider authorizing the CEO/President to execute a one-year contract with Heart + Mind Strategies, LLC, in the amount of \$2.5 million, for consumer research and advertising testing services.

**Fiscal Impact**

FY 2022: \$2.5 Million Expenditure

**Secretary Gibson moved, and it was carried by unanimous vote of the voting members, to authorize the CEO/President to execute a one-year contract with Heart + Mind Strategies, LLC, in the amount of \$2.5 million, for consumer research and advertising testing services.**

**GENERAL GOVERNMENT DIVISION**

ITEM 8.

**Insurance Policies**

Ed Finger, Chief Financial Officer, described the LVCVA's insurance program, and requested that the Board consider authorizing the Chief Financial Officer to execute insurance policies for the policy period from August 1, 2021, through August 1, 2022, as follows: Property Insurance - FM Global in the amount of \$1,093,725; General and Auto Liability – Everest National Insurance Company in the amount of \$222,199; and Public Entity Liability Policy and Global Medical - Chubb (Ace American Insurance Company) in the amount of \$103,055.



Fiscal Impact  
FY 2022: \$1,418,979

Member Goodman asked if the renaming of the Kaercher Group included an expansion of their principal ownership, to which Mr. Finger referred to a representative of the Kaercher Group to answer the question.

Mr. Chad Kaercher confirmed that Kaercher has expanded to nationwide, under the umbrella of the Alera Group but still operates as Kaercher Insurance.

**Treasurer Gibson moved, and it was carried by unanimous vote of the voting members, to authorize the Chief Financial Officer to execute insurance policies for the policy period from August 1, 2021, through August 1, 2022, as follows: Property Insurance - FM Global in the amount of \$1,093,725; General and Auto Liability – Everest National Insurance Company in the amount of \$222,199; and Public Entity Liability Policy and Global Medical - Chubb (Ace American Insurance Company) in the amount of \$103,055.**

ITEM 9. **SHI International, Inc. - Purchase of Software License Subscriptions**

Mr. Finger provided details on the procurement, and requested that the Board consider authorizing the CEO/President to execute an agreement with license distributor SHI International, Inc., in the amount of \$650,300 for the purchase of computer software license subscriptions for the LVCVA from manufacturers including Microsoft, Tableau, Zerto, and Nasuni.

Fiscal Impact  
FY 2022: \$243,200 Expenditure  
FY 2023: \$213,800 Expenditure  
FY 2024: \$193,300 Expenditure

Total three-year expenditure - \$650,300

**Treasurer Gibson moved, seconded by Vice Chair Spiegel, and it was carried by unanimous vote of the voting members, to authorize the CEO/President to execute an agreement with license distributor SHI International, Inc., in the amount of \$650,300 for the purchase of computer software license subscriptions for the LVCVA from manufacturers including Microsoft, Tableau, Zerto, and Nasuni.**

ITEM 10. **Zones, LLC – Information Technology Hardware, Software, and Support Purchases**

Mr. Finger provide details on the procurement, and requested that the Board consider authorizing the CEO/President to execute an agreement with Zones, LLC, (Zones) in the amount of \$237,200 for the purchase and renewal of various information technology hardware, software, and support agreement purchases.

Fiscal Impact  
FY 2021: \$112,200 Expenditure  
FY 2022: \$125,000 Expenditure

**Treasurer Gibson moved, and it was carried by unanimous vote of the voting members, to authorize the CEO/President to execute an agreement with Zones, LLC, in the amount of \$237,200 for the purchase and renewal of various information technology hardware, software, and support agreement purchases.**

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## COMMITTEES

### ITEM 11. Policy Committee Report

Policy Committee Vice Chair Pamela Goynes-Brown stated the Policy Committee met on June 29, 2021, and presented a report to the Board of Directors on Items A and B.

#### Item A. Policy Committee Charter Review and Evaluation of Committee

Committee Vice Chair Goynes-Brown confirmed that the Policy Committee conducted an evaluation of its performance and determined it fulfilled its duties as prescribed in its Charter. Committee Vice Chair Goynes-Brown stated that staff and Committee Members agreed that the Charter requires no revisions at this time, and as such, no action is necessary under this agenda item.

#### Item B. Review and Approval of Proposed Amendments to Board Policies

Committee Vice Chair Goynes-Brown summarized the proposed revisions to Board Policies including the following: Policy 1.04(5) - Authorizing the Board Chair to bring any matters delegated to an LVCVA Committee to the full Board; Policy 1.04(5) - Categorizing the Las Vegas Events Board as a Committee of the LVCVA Board for the purpose of counting an appointment to, and participation on the LVE Board towards each Board member's required participation on at least one LVCVA Committee; Policies 1.04(6) and 2.01(3) – Refining the Board's review of the titles and compensation ranges for executive level (E-level) employees to those E-level employees who are direct reports to the CEO/President; Policy 1.08(2) – Authorizing the Board Treasurer to act as the Acting Chair during a Board meeting, in the event that the Chair, Vice Chair, and Secretary are absent, or those positions are vacant; Policy 1.12 – Authorizing Staff to include items on a consent agenda when they are routine, non-controversial items such as recurring Marketing and Sales events sponsorships for present and future fiscal years, so long as the proposed expenditures are reasonably similar to past years. Further authorizes Board members to remove items from the consent agenda for discussion by the Board during an action agenda; Policy 1.16 – Clarifying that all LVCVA contracts, regardless of contract amount, need to be approved “as to form” by the General Counsel; Policy 3.04 – Permitting the General Counsel to utilize the services of any Board-approved outside counsel firm, in the amount over the CEO's signature authority, so long as the total spend on outside counsel for the fiscal year does not exceed the approved budget.

Committee Vice Chair Goynes-Brown stated that while the above proposed revisions were unanimously approved by the Committee, Committee members asked that their concerns on the following proposals be noted during the Board meeting: Policy 1.03.2 – Revising the Board's Officer election procedure. Committee Vice Chair Goynes-Brown noted that “Current Board Policies require that the Board follow Robert's Rules of Order during all officer elections. Multiple Board members requested that the election procedure be outlined in the Board's Policies rather than incorporated by reference, and that the procedures be clarified. The proposed revision to Policy 1.03.2 outlines a modified Robert's Rules of Order in which one nomination is allowed from the floor at a time for each officer position, rather than allowing multiple nominations prior to deliberation. Once a nomination is on the floor, the Board will deliberate and vote on the nominee. If a majority of the Board approves a nominee, the nominee is deemed elected, and the election moves to the next officer position. If a majority of the Board does not approve the nomination, the Chair re-opens the floor for additional nominations.”

Committee Vice Chair Goynes-Brown stated that “Mayors Goodman and McManus noted their concerns that the proposed procedure prevents the discussion of Board Members other than the nominee, who may be well-qualified for the position. The remaining Committee members noted the opportunity to discuss other potential nominees during the deliberation on the nominee.”

Member Goodman asked Chair Marz when the appropriate time would be to comment on the matter, to which Chair Marz answered at the end of the report.

Member Goodman asked what the Policy number was, to which Vice Chair Goynes-Brown clarified it was 1.03.2.

Committee Vice Chair Goynes-Brown proceeded, with Policy 1.04(3) – Increasing the CEO's signature authority from \$100,000 to \$250,000 and stated that "Mayors Goodman and McManus noted their concerns that the proposed revisions may reduce openness and transparency in the LVCVA's expenditures. The remaining Committee members argued for the increase in the CEO's signature authority so that he may act quickly in securing key sponsorship opportunities for the destination. They also noted that the contracts executed under the CEO's revised signature authority would continue to be reported in Staff's quarterly contracts report to the Board, and thus transparency and openness would continue. Upon questions from the Committee members, Staff provided information that the CEO's signature authority has remained at \$100,000 since 2006. Further, Staff noted that if the revised signature authority had been in place for the past two fiscal years, that approximately 20 contracts, including change orders and amendments, would have been executed under the revised signature authority per year. Policy 2.01(16) – The CEO currently has the authority to negotiate leases and fees in the Convention Center building. The proposed revision extends that authority to include LVCVA property such as leasing IT monopolies to wireless network providers and transportation systems such as monorail train wraps, monorail fee rates, and LVCC Loop advertising. Mayor Goodman voiced her concern about the LVCVA's additional transportation-related efforts. Mayor McManus expressed his concern about ambiguity in the policy which authorizes the Board to set the Convention Center building lease rate schedule, but then authorizes the CEO to negotiate lease rates. Policy 2.01(21)(j) – The CEO makes recommendations to the Board regarding real property-related activity such as purchases, sales, and easements. The proposed revision authorizes the CEO to negotiate and execute easements on LVCVA property in limited situations when the parties requesting the easements are utility companies such as NV Energy and Southwest Gas or government entities such as Clark County. Mayor Goodman expressed her concerns that the proposed revision reduced the Board's oversight in granting of easements.

Caroline Bateman, General Counsel, stated a proposed language change to the original revision to Policy 1.04(5) as it was presented to the Committee, would read as follows: "For the purpose of each Board member's required participation on at least one Board Committee, participation on the Las Vegas Events Board shall qualify for that requirement."

Member Goodman outlined the composition of the Policy Committee, stating that herself, Member McManus, and Vice Chair Goynes-Brown represented the public sector, and Members Anton Nikodemus and Jan Jones Blackhurst represented the private sector. Member Goodman acknowledged that discussions during the Policy Committee meeting consisted of three versus two members, resulting in bringing these matters unanimously to the Board, who has is the ultimate authority.

Member McManus provided his thoughts on the policy regarding the Board officer nomination process, expressing his concern for the consideration of one name at a time, and suggested allowing members to make nominations as positions become available.

Member Goodman echoed Member McManus's thoughts on the Board officer election process.

Member Goodman commented on the proposed revision to the CEO's signature authority, as it compares to comparable positions at other public entities.

Member Goodman provided thoughts on the revision to Policy 2.01(16), noting that she supports the revision as it relates to on-campus projects, but not on off campus projects.

Member Fiore expressed her concern in the increase of the CEO's signature authority to \$250,000, citing that she feels it weakens the Board's authority.

Treasurer Gibson commended the Committee for their work, commented on the signature authorities of other public entity leaders, and emphasized the importance of communication between LVCVA leadership and Board members.

**Treasurer Gibson moved, and it was carried by unanimous vote of the voting members, to approve the proposed amendments to the Board Policies as recommended by the Policy Committee, including the proposed revision noted by Ms. Bateman.**

Item 12. **Compensation Committee Report and Recommendations**

**Item A. CEO/President's Annual Performance Evaluation and Review of Fiscal Year 2022 Goals and Objectives**

Committee Chair Spiegel asked that Steve Hill, CEO/President, present his accomplishments and goals to the full Board.

Mr. Hill recognized the LVCVA staff and resort partners that contributed to the goals and accomplishments presented. Mr. Hill provided a PowerPoint presentation highlighting FY 2021 accomplishments including the following: infrastructure development, convention center sales, support of virtual conferences, enhanced sustainability, COVID-19 pandemic response and marketing efforts, air service, and sports and events development. Mr. Hill shared FY 2022 goals including the following: driving visitation, improving access to and around the destination, and building a foundation for future success.

Committee Chair Spiegel noted that the Committee inquired what Mr. Hill's plans were in regard to provide LVCVA employees with merit and/or bonus increases, and noted that Mr. Hill intended to provide LVCVA employees with merit increases ranging from 2-4% that would go into effect no earlier than the first pay period of September, when it is anticipated that members of the LVCVA's Operations team that are currently on reduced work schedules would return to full work schedules. Committee Chair Spiegel shared Mr. Hill's opinion that bonuses are not appropriate at this time, based on economic losses over the past year. Committee Chair Spiegel summarized that Committee discussions concluded in the decision to meet again in six months, or when the timing is right, to consider an appropriate bonus for the CEO/President and LVCVA executive team.

Committee Chair Spiegel stated that the Committee unanimously approved for recommendation of the Board, a 4% increase in the CEO/President's merit pay for FY 22, effective at the earliest, the first pay period of September to coincide with the return of all other LVCVA employees to their full work schedule states. Further, Committee Chair Spiegel stated that the Committee unanimously approved for recommendation to the Board, the CEO/President's FY 22 goals as presented, and approved scheduling a subsequent Committee meeting in the next six months to evaluate the progress of the CEO/President's FY 22 goals and to evaluate the progress in terms of awarding a bonus to the CEO/President.

**Compensation Committee Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to approve a 4% increase in the CEO/President's merit pay for FY 22, approve the CEO/President's FY 22 goals, and scheduling a Compensation Committee meeting in or around the next six months, to determine any bonus for the CEO/President.**

**Item B. General Counsel's Performance Evaluation and Review of Fiscal Year 2022 Goals and Objectives**

Ms. Bateman referenced a handout previously provided to the Board regarding her FY 21 accomplishments and thanked her staff in the Legal Department, and her colleagues for their efforts.

Chair Marz expressed appreciation for Ms. Bateman's work.

Committee Chair Spiegel summarized that the Committee approved Ms. Bateman's FY 22 goals, approved for recommendation to the Board a 3.5% increase in the General Counsel's merit pay, effective no earlier than the first pay period in September.

**Compensation Committee Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to approve a 3.5% increase in the General Counsel's merit pay for FY 22, and to approve the General Counsel's FY 22 goals.**

Member Goodman asked if the recommendation could also be re-evaluated in six months for General Counsel, to which Committee Chair Spiegel clarified that the first motion included the re-evaluation of all executive class employees' compensation.

**Item C. Review of the LVCVA'S Rewards and Recognition Policy**

Committee Chair Spiegel outlined the purpose of the LVCVA's Rewards and Recognition Policy and stated that the Committee unanimously approved for recommendation to the Board, the Rewards and Recognition program.

Member Sewald made the following disclosure: "I'm employed at the Vegas Chamber where I serve as the President and CEO. The Customer Service Excellence program is conducted in partnership, as Madam Chairwoman explained, between the Vegas Chamber and the LVCVA to support and recognize valuable employees who make a difference in their everyday work environments. The independence of judgement of a reasonable person in my situation would not be materially affected by my position with the Vegas Chamber and the Vegas Chamber's participation in this event. Therefore, with this disclosure, I will be voting on this matter."

**Compensation Committee Chair Spiegel moved, and it was carried by unanimous vote of the voting members, to approve the LVCVA's Rewards and Recognition Policy.**

Committee Chair Spiegel thanked the Committee members for their work, as well as Mr. Hill and Ms. Bateman for their performance.

**Item D. Compensation Committee Charter Review**

Committee Chair Spiegel confirmed that the Committee conducted its annual performance evaluation pursuant to the Committee Charter and determined the Committee had fulfilled its responsibilities for the past fiscal year.

This was an information item and did not require Board action.

Chair Marz thanked Committee Chair Spiegel for her report, emphasized the importance of the LVCVA's Committees, and thanked the Compensation and Policy Committee members for their work.

**COMMENTS FROM THE FLOOR BY THE PUBLIC**

Shaundell Newsome, founder of Sumnu Marketing, informed the Board about Battle Born Burgers, a new venture at Allegiant Stadium that provides work experience to 18 to 30-year-olds from underserved communities.



Ed Uehling expressed concerns on the completion of The Boring Company's Vegas Loop project, the terms of its contract, and its capacity.

Secretary Gibson provided information on a recent job fair held at the Las Vegas Convention Center's West Hall, highlighted parking and use of the LVCC Loop during the job fair, and thanked the LVCVA for its cooperation on the event.

#### **ADJOURNMENT**

Chair Marz adjourned the meeting at 11:03 a.m.

Respectfully submitted,

Date Approved: August 10, 2021

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Silvia Perez  
Executive Assistant to the Board

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John Marz  
Chair

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY

## BOARD OF DIRECTORS MEETING

### AGENDA DOCUMENTATION

<b>MEETING DATE:</b>	AUGUST 10, 2021	<b>ITEM NO. 1</b>
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	H. FLETCH BRUNELLE VICE PRESIDENT OF MARKETING	<small>DocuSigned by:</small>  <small>C7E65FA74C6A4AA...</small>
<b>SUBJECT:</b>	IMEX AMERICA – LAS VEGAS, NEVADA – NOVEMBER 9-11, 2021	

#### **RECOMMENDATION**

That the Board of Directors consider authorizing the Chief Executive Officer (CEO)/President to execute an agreement in the amount of \$270,000 with The Ice Agency for tradeshow booth construction, with branded Las Vegas exhibition floor designs, for the IMEX America Trade Show, which will take place November 9 – 11, 2021, in Las Vegas, Nevada.

For possible action.

#### **FISCAL IMPACT**

FY 2022: \$600,000 Expenditure

This expenditure has been budgeted in the FY 2022 budget.

<b>BOARD ACTION:</b>	
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**STEVE HILL**  
**CEO/PRESIDENT**

#### **PURPOSE AND BACKGROUND**

The 2021 IMEX America trade show (IMEX America) is returning to Las Vegas for the 10<sup>th</sup> year and will be held at the Mandalay Bay Convention Center, Resort and Casino November 9 – 11, 2021. IMEX America is an international show that will bring together travel buyers and meeting planners from the corporate, association, and third party markets. IMEX America is an appointment-based show, guaranteeing quality appointments for suppliers. IMEX 2019 total attendance was 13,500 including: 3,426 hosted buyers. While 2021 attendance remains fluid due to the COVID-19 pandemic, IMEX reports that hosted buyer demand is higher than it was for the 2019 show.

Las Vegas Convention and Visitors Authority Board of Directors Meeting  
Agenda Documentation

Meeting Date: August 10, 2021

Subject: IMEX America – Las Vegas, Nevada – November 9-11, 2021

Organizations such as Meeting Professionals International (MPI), Professional Convention Management Association (PCMA), Corporate Event Marketing Association (CEMA), International Association of Exhibitions and Events (IAEE), SITE Global, and Destinations International will be supporting IMEX America in the form of sponsorships, educational programming, and continuing education certification. Third party and association management companies such as Experient, Maritz Travel, ConferenceDirect, and HelmsBriscoe will bring their premiere customers to the show.

The Las Vegas Convention and Visitors Authority (LVCVA) will have an exhibition booth (LVCVA Booth) at IMEX America and anticipates 17 hotel partners and 15 service suppliers will exhibit within its exhibition pavilion. An additional four hotel groups, representing 27 hotels, will be exhibiting independently at the show. The LVCVA will support various marketing initiatives, including hosting approximately 15 meeting planners, and will co-sponsor industry member events including MPI and SITE Global. The 2019 IMEX show represented approximately \$19 million in overall economic impact.

EXPENDITURES:

Booth design and construction	\$ 270,000
IMEX America exhibit booth space	\$ 224,200
Booth Food and Beverage, activation, and promotional materials	\$ 65,000
Customer development event with meeting planner attendees	\$ 32,800
Sponsorship contribution for SITE Global's SITE Nite event	\$ 6,000
Sponsorship contribution for MPI's MPI Rendezvous event	<u>\$ 2,000</u>

Expenditures	\$ 600,000
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REVENUE:

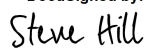
Estimated sponsorship contributions from Resort and Destination Attraction Partners for use of the LVCVA Booth for meetings	(\$130,000)
Credit from IMEX Frankfurt 2020 cancellation	<u>(\$113,949)</u>

Revenue	\$243,949
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# LAS VEGAS CONVENTION AND VISITORS AUTHORITY

## BOARD OF DIRECTORS MEETING

### AGENDA DOCUMENTATION

<b>MEETING DATE:</b>	AUGUST 10, 2021	<b>ITEM NO. 2</b>
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	STEVE HILL CEO/PRESIDENT	<small>DocuSigned by:</small>  <small>A6348F0DE947422...</small>
<b>SUBJECT:</b>	INTERLOCAL AGREEMENT FOR THE SAFE STRIP INITIATIVE – LAS VEGAS METROPOLITAN POLICE DEPARTMENT	

#### **RECOMMENDATION**

That the Board of Directors consider authorizing the Chief Executive Officer (CEO)/President to execute an interlocal agreement with the Las Vegas Metropolitan Police Department, in the amount of \$75,000, for the Safe Strip Initiative.

For possible action.

#### **FISCAL IMPACT**

Per Fiscal Year - \$75,000 Expenditure (Subject to Budgetary Approval)

<b>BOARD ACTION:</b>	
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**STEVE HILL**  
**CEO/PRESIDENT**

#### **PURPOSE AND BACKGROUND**

The Nevada Interlocal Cooperation Act (Act) permits local governments to cooperate with one another in providing services to best meet the needs of the community. The Act requires that the governing body of each participating local government approve the terms, including the purpose, objectives, and responsibilities (Terms), of any interlocal agreements that exceed \$25,000.

Safe Strip is an initiative of the Las Vegas Metropolitan Police Department (LVMPD) that places uniformed officers on foot patrol during weekends, holidays, and major events, primarily between April and October of each year, when the Las Vegas strip corridor has an increased visitor presence (High Visitor Volume days). Funded in large part by resort partners, the increased LVMPD presence promotes a safe environment and serves to deter crime in the resort corridor.

Las Vegas Convention and Visitors Authority Board of Directors Meeting  
Agenda Documentation

Meeting Date: August 10, 2021

Subject: Interlocal Agreement for the Safe Strip Initiative – Las Vegas Metropolitan  
Police Department


Pursuant to the proposed interlocal agreement (Agreement), LVMPD will provide uniformed officers for policing on the pedestrian bridges over and adjacent to Las Vegas Boulevard during High Visitor Volume days. In exchange, the Las Vegas Convention and Visitors Authority (LVCVA) will contribute \$75,000 per applicable fiscal year, towards the Safe Strip Initiative. For the Agreement to continue in future years, the Board must appropriate funds for the contribution during its annual budget process. Any changes to the Terms of the Agreement must be presented to the Board for approval prior to becoming effective.



# LAS VEGAS CONVENTION AND VISITORS AUTHORITY

## BOARD OF DIRECTORS MEETING

### AGENDA DOCUMENTATION

<b>MEETING DATE:</b>	AUGUST 10, 2021	<b>ITEM NO. 3</b>
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	CAROLINE BATEMAN GENERAL COUNSEL	<small>DocuSigned by:</small>  <small>382257E0F6A14DD...</small>
<b>SUBJECT:</b>	CONTRACTS REPORT	

#### **RECOMMENDATION**

Pursuant to Board Policies (1.04 and 5.01) and Chapters 332 and 338 of the Nevada Revised Statutes, the Contracts Report serves to notify the Board of Directors of the following: 1) Contractual commitments, change orders, or amendments to contracts executed under the CEO's Signature Authority that exceed \$50,000; 2) Contractual commitments and amendments to contracts related to the Las Vegas Convention Center District (LVCCD) projects as executed under the delegated authority of the Chief Executive Officer (CEO)/President; and 3) Public works contracts awarded by the Las Vegas Convention and Visitors Authority.

This is an information item and does not require Board action.

#### **FISCAL IMPACT**

TBD

<b>BOARD ACTION:</b>	
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**STEVE HILL**  
**CEO/PRESIDENT**

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#### **PURPOSE AND BACKGROUND**

General Counsel will present the quarterly Contracts Report regarding the general contractual commitments and amendments performed under the CEO's Signature Authority as well as the commitments and amendments executed pursuant to the Board's delegation of authority to the CEO/President, and/or to comply with statutory reporting requirements.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
REPORT FOR THE PERIOD ENDED – JUNE 30, 2021**

**AMENDMENTS TO CONTRACTS AND AGREEMENTS RELATED TO THE LAS VEGAS CONVENTION CENTER DISTRICT (LVCCD):**

This exhibit provides a list of individual project contracts and amendment approvals of less than \$1M each made by the LVCVA staff based upon authority granted to the CEO during the April 9, 2018 LVCVA Board meeting for the LVCCD project. Approvals greater than \$1M will be approved by the LVCVA Board.

Amendment Date	Contractor/Supplier	Description/Justification	Original Amount	Amendment Amount	Revised Amount
May 2021	NOVA Geotechnical and Inspection Services	LVCCD Phase 2 QAA Materials Testing and Inspections -Amendment #7: Add funds to base contract for payment of a January-March overtime invoices.	\$10,442,384	\$63,301	\$10,505,685

**AMENDMENTS TO CONTRACTS AND AGREEMENTS:**

In compliance with Board Policy, 5.01 Article V Procurement and Disposition of Property, we are providing the following list of contract amendment(s) with a change to the monetary amount, and/or materially affects either party's rights, for the period April 1, 2021 through June 30, 2021. The original contract(s) were previously approved in accordance with LVCVA policy; however, the monthly report is required to be delivered to the governing body per board policy.

Amendment Date	Contractor/Supplier	Description/Justification	Original Amount	Amendment Amount	Revised Amount
<b>NONE</b>					

\*\*\*\*\*END OF REPORT\*\*\*\*\*

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
REPORT FOR THE PERIOD ENDED JUNE 30, 2021**

**USE OF CONSTRUCTION CONTRACT CONTINGENCY RELATED TO THE LAS VEGAS CONVENTION CENTER DISTRICT (LVCCD):**

In compliance with Board Policy, 5.01 Article V Procurement and Disposition of Property, the following information is provided to inform you of the cumulative use of construction contract contingency amounts, related to the LVCCD, for the period of April 1, 2021 through June 30, 2021.

**OWNER CONTROLLED CONTINGENCY EXPENDITURES (NON-GMP)**

<b>Contractor</b>	<b>LVCVA Contract No.</b>	<b>OCC No.</b>	<b>Description</b>	<b>Agreed Upon Amount</b>
Turner-Martin Harris	18-4493	TMH-0168	• Fire Command Center (FCC) Pathway Cable	\$275,574
Turner-Martin Harris	18-4493	TMH-0178	• Door Hardware / Power Changes	\$3,882
Turner-Martin Harris	18-4493	TMH-0179	• Camera at East Bridge Stairs	\$6,723
Turner-Martin Harris	18-4493	TMH-0180	• Roof Drain Core at Bridge	\$7,532
Turner-Martin Harris	18-4493	TMH-0181	• Enlarge Shaft Openings	\$7,152
Turner-Martin Harris	18-4493	TMH-0182	• Sidewalk Changes for Trees	\$4,187
Turner-Martin Harris	18-4493	TMH-0183	• Piping at Dunkin Doughnuts	\$12,810
Turner-Martin Harris	18-4493	TMH-0184	• Clear Coat of WF-09	\$14,843
Turner-Martin Harris	18-4493	TMH-0185	• Added Data Panel in Central Plant	\$10,372
Turner-Martin Harris	18-4493	TMH-0186	• Signage Location / Data	\$4,521
Turner-Martin Harris	18-4493	TMH-0187	• Added Curbing	\$5,000
Turner-Martin Harris	18-4493	TMH-0188	• Atrium Light Modification	\$7,000
Turner-Martin Harris	18-4493	TMH-0189	• Added Ladder at Dock per Clark County Fire Department (CCFD) Recommendations	\$4,188
Turner-Martin Harris	18-4493	TMH-0190	• Stair Pressurization	\$18,977
Turner-Martin Harris	18-4493	TMH-0191	• Southern Nevada Health District (SNHD) Correction Notice	\$21,876
Turner-Martin Harris	18-4493	TMH-0192	• Distributed Antenna Systems (DAS) Extension for FCC	\$18,000
Turner-Martin Harris	18-4493	TMH-0193	• Power and Data Host Desk	\$7,500
Turner-Martin Harris	18-4493	TMH-0194	• Raise Subgrade for Type II	\$28,436
Turner-Martin Harris	18-4493	TMH-0195	• Directional Boring for Street Lights	\$20,000
Turner-Martin Harris	18-4493	TMH-0196	• Added Ramp Around Well	\$3,000
Turner-Martin Harris	18-4493	TMH-0197	• Upgraded Exit Sign Egress Hardware	\$118,000
Turner-Martin Harris	18-4493	TMH-0198	• Added Power/Lights in Food Court	\$5,754
Turner-Martin Harris	18-4493	TMH-0199	• Emergency Lights to per CCFD	\$8,000
Turner-Martin Harris	18-4493	TMH-0200	• Portal Profile Dimensions	\$157,000
Turner-Martin Harris	18-4493	TMH-0201	• Level 1 Cold Storage Curtains	\$7,000
Turner-Martin Harris	18-4493	TMH-0202	• Exposed Steel Below Ceiling	\$17,000
Turner-Martin Harris	18-4493	TMH-0203	• Widen Retaining Wall	\$20,000

Turner-Martin Harris	18-4493	TMH-0204	• Added Speakers and WIFI at Bridge	\$30,000
Turner-Martin Harris	18-4493	TMH-0205	• SNHD Observation Modifications	\$52,000
Turner-Martin Harris	18-4493	TMH-0206	• Grab and Go Collar Conflict	\$5,990
Turner-Martin Harris	18-4493	TMH-0207	• Added Tiles in Food Court	\$4,745
Turner-Martin Harris	18-4493	TMH-0208	• COVID19 Cost Adj (Nov-Dec)	\$279,550
Turner-Martin Harris	18-4493	TMH-0209	• COVID19 Cost Adj (Jan-Feb)	\$152,621
Turner-Martin Harris	18-4493	TMH-0210	• Stair Heat Tracing	\$17,000
Turner-Martin Harris	18-4493	TMH-0211	• Island Design Changes	\$30,000
Turner-Martin Harris	18-4493	TMH-0212	• Permit Consolidation	\$6,000
Turner-Martin Harris	18-4493	TMH-0213	• Fan Updates	\$2,784
Turner-Martin Harris	18-4493	TMH-0214	• Digital Menu Power Boards	\$8,600
Turner-Martin Harris	18-4493	TMH-0215	• Storage Yard Asphalt	\$11,414
Turner-Martin Harris	18-4493	TMH-0216	• Atrium Smoke Exhaust Soffit	\$330,000
Turner-Martin Harris	18-4493	TMH-0217	• Added Landscaping between Loop and Bagelmania	\$5,000
Turner-Martin Harris	18-4493	TMH-0218	• Pipe Bollard Conflicts	\$10,000
Turner-Martin Harris	18-4493	TMH-0219	• Added Safety Striping at Docks	\$5,000
Turner-Martin Harris	18-4493	TMH-0220	• Changes per Punch Walk	\$2,200
Turner-Martin Harris	18-4493	TMH-0221	• Added Gate at Fence	\$8,860
Turner-Martin Harris	18-4493	TMH-0222	• Updated Landscape Plans	\$20,000
Turner-Martin Harris	18-4493	TMH-0223	• Install Removable Gate Post	\$11,000
Turner-Martin Harris	18-4493	TMH-0224	• Las Vegas Valley Water District Permit Changes	\$38,000
Turner-Martin Harris	18-4493	TMH-0225	• COVID19 Impacts to Subcontractors	\$8,000,000
Turner-Martin Harris	18-4493	TMH-0226	• Added for Smoke Controls	\$125,000

\*OCC No(s) TMH-0169 – 0177 were outlined on previous reports

## CMAR GMP CONTINGENCY EXPENDITURES

Contractor	LVCVA Contract No.	CMAR No.	Description	Agreed Upon Amount
Turner-Martin Harris	18-4493	TMH-0061	• FCC Pathway at Ceiling	\$268,745
Turner-Martin Harris	18-4493	TMH-0062	• Temperature Network Connect	\$444,000
Turner-Martin Harris	18-4493	TMH-0067	• Signage Support at Entry Points	\$32,000
Turner-Martin Harris	18-4493	TMH-0068	• Upsize 14 Vents at Exhibit Hall	\$15,000
Turner-Martin Harris	18-4493	TMH-0069	• Ceiling Framing Mods	\$15,000
Turner-Martin Harris	18-4493	TMH-0070	• North Edge Infill	\$6,749
Turner-Martin Harris	18-4493	TMH-0071	• Added Return Boots at Restrooms	\$21,000
Turner-Martin Harris	18-4493	TMH-0072	• Atrium 3 Bank Elevator	\$40,000
Turner-Martin Harris	18-4493	TMH-0073	• Floor Expansion Joint Plates	\$45,000
Turner-Martin Harris	18-4493	TMH-0074	• Caliche Removal	\$60,000
Turner-Martin Harris	18-4493	TMH-0075	• Stair Mods at Ped Bridge	\$25,000
Turner-Martin Harris	18-4493	TMH-0076	• Final Cleaning	\$71,700
Turner-Martin Harris	18-4493	TMH-0077	• Interior Vertical Seal at Atrium	\$15,000
Turner-Martin Harris	18-4493	TMH-0078	• Concealed Heads Install	\$4,073

Turner-Martin Harris	18-4493	TMH-0079	• Flashing and Waterproofing	\$30,000
Turner-Martin Harris	18-4493	TMH-0080	• Threshold to Cover Gaps	\$25,000

\*CMAR GMO Contingency No(s) TMH-0063 – 0066 were outlined on previous reports

## USE OF DISCRETIONARY ALLOCATION ALLOWANCE FOR ALL OTHER CONTRACTS

Contractor	LVCVA Contract No.	Description	Agreed Upon Amount
NOVA Geotechnical and Inspection Services (NOVA)	4533	• Overtime – December 2020	\$52,106
NOVA	4533	• Overtime – December 2020 (additional)	\$8,741
NOVA	4533	• Overtime - January 2021	\$63,301
The Boring Company dba Vegas Loop	4570	• Concrete/Landscape at Loop Station 2	\$165,571
TVS Design	4483	• Legal Description Revisions for Remediation Yard	\$16,200
Construction Testing Services (CTS)	4536	• Overtime – Jan 2021	\$5,611

### REVIEW OF DELEGATED POWERS AND DUTIES:

Individual project contracts of less than \$1M each made by the LVCVA staff based upon authority granted to the CEO during the April 9, 2018 Board meeting, for the period of April 1, 2021 through June 30, 2021.

Contractor	LVCVA Contract No.	Item No.	Description	Agreed Upon Amount
NONE				

### PUBLIC WORKS:

In compliance with N.R.S. 338.143 - 338.1446, we are providing the following list of projects meeting the definition of “public works” for the period of April 1, 2021 through June 30, 2021. The projects were previously approved in accordance with LVCVA policy; however, the quarterly report is required to be delivered to the governing body per NRS.

### Contracts already approved by the LVCVA Board of Directors:

Award	Vendor	Amount	Description	Other Bids Received from
NONE				

### Contracts awarded between \$25,000 and \$99,999.99:

Award	Vendor	Amount	Description
4/13/21	YESCO, LLC	\$35,682	Signage revisions to add West Hall
4/29/21	Statewide Fire Protection	\$29,047	Inspection and repairs of wet / dry systems
5/14/21	Mojave Electric	\$30,000	Additional Speakers at Paradise Bridge

**Contracts awarded under \$25,000:**

<b>Award</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
4/14/21	Tiberti Fence	\$8,059	• Chain Link Fencing at West Hall Storage Areas
4/21/21	Johnson Controls FP	\$10,000	• Service and Repair to Fire Alarm System
5/11/21	Ideal Shield LLC	\$9,408	• Diamond Lot Removable ADA Bollards
5/13/21	Lawrence Roll-Up Door	\$10,000	• Freight Door Roll-up Repairs
6/10/21	ACCO Engineered Systems	\$21,855	• Chillers #8,11,13, and 16 Repairs
6/16/21	Image 360	\$2,603	• Produce and Install Signage

**USE OF CONSTRUCTION CONTRACT CONTINGENCY:**

In compliance with Board Policy, 5.01 Article V Procurement and Disposition of Property, the following information is provided to inform you of the cumulative use of construction contract contingency amounts for the period of April 1, 2021 through June 30, 2021. These amounts are a component of the capital project budgets approved by the LVCVA Board of Directors. Contingency allowances were included in the project budgets to serve three core purposes: 1) to account for errors and omissions in the construction documents; 2) to modify or change the scope of the project, and; 3) to pay for unknown/unforeseen conditions. All the change orders presented below were within these criteria and were approved in compliance with the LVCVA's delegation of authority policies.

<b>Contractor</b>	<b>LVCVA Contract No.</b>	<b>Description</b>	<b>Agreed Upon Amount</b>
		NONE	

**REVIEW OF DELEGATED POWERS AND DUTIES:**

In compliance with Board Policy, 5.01 Article V Procurement and Disposition of Property, the following information is provided to inform you of contractual commitments of \$50,000 or greater, approved by LVCVA staff, otherwise not shown in this report, for the period of April 1, 2021 through June 30, 2021.

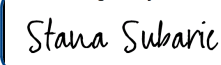
<b>Contractor</b>	<b>Term</b>	<b>Agreed Upon Amount</b>	<b>Description</b>
Applied Analysis	7/1/21 – 6/30/22	\$98,000	• Economic Analysis and Research
AEG Management Las Vegas, LLC	6/15/21	\$90,000	• Allegiant Stadium Sponsorship for Meeting Professionals International Reception Event
Concept Matters	3/15/21 – 5/23/21	\$65,000	• NFL Consultant

\*\*\*\*\*END OF REPORT\*\*\*\*\*

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY

## BOARD OF DIRECTORS MEETING

### AGENDA DOCUMENTATION

<b>MEETING DATE:</b>	AUGUST 10, 2021	<b>ITEM NO. 4</b>
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	STANA SUBARIC, SENIOR VICE PRESIDENT OF PEOPLE & CULTURE	<small>DocuSigned by:</small>  <small>EE7B948BE3444FE</small>
<b>SUBJECT:</b>	<b>PUBLIC HEARING ON THE PROPOSED MEMORANDA OF AGREEMENT MODIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1107 RELATING TO – 1) RECALL RIGHTS AND 2) CREATION AND MODIFICATION OF POSITIONS IN THE BARGAINING UNIT CLASSIFICATION</b>	

#### **RECOMMENDATION**

That the Board of Directors consider, pursuant to NRS 288.153: 1) Conducting a public hearing on the proposed Memoranda of Agreement (MOAs) between the Las Vegas Convention and Visitors Authority (LVCVA) and SEIU Local 1107 modifying the Collective Bargaining Agreement (CBA) to increase the recall list rights for demoted or laid off employees from 12 months to 18 months and to add new and modified titles, grades, and seniority to the bargaining unit classifications of the CBA; and 2) Approving the MOAs and authorizing the Chief Executive Officer (CEO)/President to execute the MOAs.

For possible action.

#### **FISCAL IMPACT**

- (a) FY 2022: \$39,000
- (b) FY 2023: \$40,000

<b>BOARD ACTION:</b>	
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DocuSigned by:  
  
A0348F0DE947422  
**STEVE HILL**  
**CEO/PRESIDENT**

#### **PURPOSE AND BACKGROUND**

NRS 288.153 requires the governing body of every local government employer to approve all new, extended, or modified Collective Bargaining Agreements (CBAs) or similar agreements between the local government employer and employee organizations during a public hearing.

Through negotiations with SEIU Local 1107 (SEIU), Staff has reach tentative MOA agreements to amend the CBA through its termination date of June 30, 2023, subject to the Board's approval, as follows:



Las Vegas Convention and Visitors Authority Board of Directors Meeting  
Agenda Documentation

Meeting Date: August 10, 2021

Subject: Public Hearing on the Proposed Memoranda of Agreement Modifying the Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 1107 Relation to – 1) Recall Rights and 2) Creation and Modification of Positions in the Bargaining Unit Classification

- 1) MOA – Revision to CBA Term 19.6, Recall List. Term 19.6 currently provides that any employee(s) demoted or laid off under this article will, based upon seniority, be placed on an appropriate recall list for a period of 12 months. SEIU requested that the recall rights of employees laid off due to the impact of the COVID-19 pandemic be extended by six months, for a total recall eligibility period of 18 months. The proposed amendment to the CBA is a one-time, non-precedential modification to the CBA. The SEIU has already approved the proposed MOA.
- 2) MOA – Revision to CBA Appendix A, LVCVA Bargaining Unit Classifications. The proposed revision to the CBA's Bargaining Unit Classifications adds the following positions: Guest Experience Specialist; Lead Custodian; Lead Service Worker; Lead Services Technician; and Services Clerk. The proposed revision to the CBA's Bargaining Unit Classifications also removes the following positions: Administrative Specialist; Damage Assessment Technician; Distribution Center Specialist; Mail Clerk; and Visitor Information Specialist. The SEIU has already approved the proposed MOA.

## **Article 19**

### **LAYOFF AND RECALL**

In the event that the Board of Directors approves a reduction to the overall adopted budget, as recommended by management based on economic necessity, the Union and management will agree to meet and confer to discuss any/all possible options prior to the implementation of any layoff or furlough procedures.

#### **19.1 – Order of Layoff**

If it is determined that a layoff is necessary, employees will be laid off in the following order:

- a. Within classification, temporary, part-time, intermittent, and introductory employees will be laid off first.
- b. Unless a less senior employee possesses necessary skills and abilities unavailable from more senior employees, layoff will be in inverse order of seniority within the affected class, as determined by the senior executive in Human Resources.

#### **19.2 – Reassignments**

- a. In order to avoid an actual layoff, the Authority may cause the reassignment, change of shifts, transfer, demotion or any combination thereof. In the event of a reassignment in lieu of a layoff, the least senior employee(s) in the classification(s) affected by a layoff will be reassigned.
- b. Under the provisions of this article, the assignment of an employee to a position within a classification will be at the discretion of the division Senior Vice President, in consultation with the senior executive in Human Resources.

#### **19.3 – Bumping Down**

- a. Employees who are affected by layoff will have the right on a seniority basis to elect to bump down in the same section into a classification that the employee has completed an introductory period, provided the classification exists. For the purposes of this article, "section" is defined in the "Definitions" article of this Agreement.
- b. No employee will have the right to bump to a position in another section or to bump to a position of a higher salary grade than he/she currently fills.
- c. An employee who is bumping down will retain his/her salary, but will not exceed the top out salary of the classification. His/her anniversary date will not be adjusted.

#### **19.4 – Notice**

Prior to layoff, employees affected will be given at least 4 weeks written notification or 4 weeks' pay in lieu of such notice.

### 19.5 – Contract Out Work

The Authority will not contract out work to be performed in or about the Cashman Center or Las Vegas Convention Center, or any other facility or site under the jurisdiction of Authority Board of Directors, which is normally performed by current employees in order to effect or as a result of a layoff except as outlined below.

- a. With reference to the work being considered for contracting out, the employee on layoff does not possess the qualifications, skill and ability to perform the work;
- b. The contract work would be for a duration of less than 3 consecutive weeks;
- c. The work is emergency situations, such as utility failure, substantial structural damage or similar occurrences as determined by management.

### 19.6 – Recall List

- a. Any employee(s) demoted or laid off under this article will, based upon seniority, have his/her name placed on an appropriate recall list for a period of 12 months. Employee(s) on layoff will be notified by certified mail, return receipt requested, at his/her last known address and will within 10 days of attempt to deliver, respond affirmatively by certified mail or in person that he/she is accepting the offer of recall. Failure to respond will mean that the person has refused the offer of recall and the person will be removed from the recall list. The person must be available for work on the date established by the Authority.

As outlined in a Memorandum of Agreement, only employees listed on Exhibit A of the Memorandum of Agreement shall remain on the recall list for a period of 18 months. Any employee demoted or laid off, before or on October 2, 2020, under this article due to the business impact of the COVID-19 pandemic on the Authority will, based upon seniority, have his/her name placed on an appropriate recall list for a period of 18 months.

- b. When positions become available in a class in a section, personnel who have been laid off or demoted in that class from that section will be recalled in inverse order of layoff. The order of recall will be:
  - 1. Employees who have been demoted as a result of this article based on the same criteria in Section 1b.
  - 2. Former (laid off) employees who held a position in the same class based on the same criteria in Section 1b.
- c. Upon return to work, the employee will receive an adjusted service and anniversary date if the layoff was for a period of 15 or more days and all benefits for which qualified will be reinstated relative to his/her adjusted service date.

LVCVA/SEIU Local 1107  
COLLECTIVE BARGAINING AGREEMENT

Appendices

Appendix A LVCVA Bargaining Unit Classifications – Employees

LVCVA Bargaining Unit Classifications – Supervisors

Appendix B July 1, 2018 – June 30, 2019

Appendix C July 14, 2019 – June 30, 2020

Appendix D July 12, 2020 – June 30, 2021

Appendix A  
LVCVA Bargaining Unit Classifications  
EMPLOYEES

<b>Title</b>	<b>Grade</b>
A/V Technician.....	20
Accounting Specialist .....	16
Accounting Technician .....	20
<del>Administrative Specialist .....</del>	<del>13</del>
Building Engineer .....	20
Business Services Specialist .....	16
Canine Officer.....	20
Custodian .....	9
<del>Damage Assessment Technician.....</del>	<del>20</del>
Database Marketing Coordinator .....	16
<del>Distribution Center Specialist.....</del>	<del>16</del>
Electrician .....	20
Exterior Engineer .....	20
Facility Support Technician.....	20
Fire Prevention Coordinator .....	25
Fire Prevention Technician.....	22
Graphics Technician .....	20
Groundskeeper .....	17
<del>Guest Experience Specialist .....</del>	<del>15</del>
HVAC Technician .....	20
Lead Accounting Technician.....	22
<del>Lead Custodian .....</del>	<del>11</del>
<del>Lead Service Worker .....</del>	<del>16</del>
<del>Lead Services Support Technician .....</del>	<del>18</del>
Life Systems Coordinator .....	25
<del>Mail Clerk .....</del>	<del>12</del>
Mechanic.....	20
Mechanic-Welder .....	20
Perimeter Security Officer .....	9
Photographer .....	18
Plumber .....	20
Purchasing Assistant.....	18
Secretary .....	16
Security Dispatcher .....	15
Security Officer .....	17
Service Worker.....	14
<del>Services Clerk .....</del>	<del>12</del>
Services Support Technician .....	16
Visitor Information Clerk .....	13
<del>Visitor Information Specialist.....</del>	<del>13</del>

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the Las Vegas Convention and Visitors Authority (LVCVA), and the Service Employees International Union, Local 1107 (Union), (each a "Party" and collectively, the "Parties").

### RECITALS

- A. WHEREAS the parties have entered into a Collective Bargaining Agreement (CBA) for the period July 1, 2018 through June 30, 2023; and
- B. WHEREAS Article 19 of the CBA provides that certain laid off or demoted employees shall be placed on a recall list for a period of 12 months; and
- C. WHEREAS the Parties desire to enter into this one-time, non-precedent-setting MOA in order to temporarily modify the application of Section 19.6 of the CBA for the benefit of certain Union employees.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

- 1. Effective Date: This MOA shall become effective on the date this Agreement is approved by the LVCVA Board of Directors; the employees listed on Exhibit A (Affected Employees) attached hereto shall have extended recall rights.
- 2. Expiration Date: This MOA shall expire effective April 3<sup>rd</sup>, 2022.
- 3. Recall List: The employees listed on Exhibit A attached hereto, shall remain on the recall list described in Section 19.6 for the extended periods set out in Exhibit A.
- 4. Reaffirmation: The Parties reaffirm the CBA and all amendments thereto, and shall continue in full force and effect, to the extent that the terms and conditions do not conflict with this MOA.
- 5. Ratification: The Union hereby confirms that this Agreement does not require membership ratification and the Union will confirm that in writing on its official letterhead to the LVCVA contemporaneously with its execution of this Agreement.
- 6. Entire Agreement: All prior or contemporaneous understandings or agreements between the Parties regarding the subject matter of this MOA are merged into this MOA, and this MOA, along with the documents referenced herein, expresses the entire agreement between the Parties regarding such matter.

7. Exclusive Remedy: The grievance and arbitration procedures set forth in the CBA shall be the sole and exclusive remedy for any dispute arising out of this MOA.

Las Vegas Convention and Visitors Authority

SEIU Local 1107

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TA LVCVA

TA Union

By: *William O'Neil*

By: *Michael*

Date: 8/2/21

Date: 8/3/2021

# EXHIBIT A

Title	Name	Layoff	Layoff effective date	Expiration date of time on recall list (12 months)	Revised expiration date of time on recall list ( 18 months)
A/V Technician	Fassler, Leonard	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021
Accounting Technician	Maratita, Jonas David	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021
Administrative Specialist*	Johannes, Ashley	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021
Database Marketing Coordinator	Forsberg, Lisa	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Brown, Kimberly D	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Cortez, Veronica A	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Lee Burgess, Stacie R	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Gonzalez, Sara A	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Shinohara, Miyuki	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Anelli, Emily	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Englemann, Krista L	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Fradella, Alexis	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Secretary	Mew, Terry A	Layoff	layoff effective 10/2/2020	10/2/2021	4/2/2022
Visitor Information Specialist*	Garrison, Heather	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021
Visitor Information Specialist*	Ross, Jean	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021
Visitor Information Specialist*	Hernandez, Elisa	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021
Visitor Information Specialist*	Zweig, Jacalyn-Jan	Layoff	layoff effective 6/1/2020	6/1/2021	12/1/2021

\*positions combined in 2021, new title is Guest Experience Specialist

INITIALS UNION

*[Signature]*

INITIALS LVCVA

*[Signature]*



## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is entered into by and between the Las Vegas Convention and Visitors Authority (LVCVA), and the Service Employees International Union, Local 1107 (Union), (each a "Party" and collectively, the "Parties").

### **RECITALS**

- A. WHEREAS the Parties have entered into a Collective Bargaining Agreement (CBA) for the period July 1, 2018 through June 30, 2023, and;
- B. WHEREAS Article 2 of the CBA sets out the description of the employees included within the bargaining unit, and provides Authority for the parties to amend the CBA.;
- C. WHEREAS the Parties desire to enter into this one-time, non-precedent-setting MOA in order to amend the CBA for the benefit of the Union, Union employees, and to promote the efficient operations of the LVCVA.
- D. WHEREAS the Parties agree that the LVCVA has met its obligation under Article 9 by furnishing the Union a copy of the new and/or modified job description(s).

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree and amend the CBA as follows:

- 1. Effective Date: This MOA shall become effective on the date this Agreement is approved by the LVCVA Board of Directors.
- 2. Amendment of Appendix A: The Parties agree to add and/or amend the following classifications listed in Appendix A of the CBA as follows:

<b>Current CBA Classification and Grade</b>	<b>Current and/or New Classification and Grade</b>
Mail Clerk – Grade 12	Services Clerk – Grade 12
Distribution Center Specialist – Grade 16	Services Support Technician – Grade 16
Damage Assessment Technician – Grade 20	Facility Support Technician – Grade 20
Administrative Specialist – Grade 13	Guest Experience Specialist – Grade 15
Visitors Information Specialist – Grade 13	Guest Experience Specialist – Grade 15
	Lead Custodian – Grade 11
	Lead Service Worker – Grade 16
	Lead Services Support Technician – Grade 18

3. Seniority: All affected employees being reclassified to the new classification and grade shall maintain and carry over their current Classification Seniority. Accordingly, upon execution of this MOA, a seniority list shall be established for the new classifications and grades.
4. Reaffirmation: The Parties reaffirm the CBA and all amendments thereto, and shall continue in full force and effect, to the extent that the terms and conditions do not conflict with this MOA.
5. Ratification: The Union hereby confirms that this Agreement does not require membership ratification and the Union will confirm that in writing on its official letterhead to the LVCVA contemporaneously with its execution of this Agreement.
6. Entire Agreement: All prior or contemporaneous understandings or agreements between the Parties regarding the subject matter of this MOA are merged into this MOA, and this MOA, along with the documents referenced herein, expresses the entire agreement between the Parties regarding such matter.
7. Exclusive Remedy: The grievance and arbitration procedures set forth in the CBA shall be the sole and exclusive remedy for any dispute arising out of this MOA.

Las Vegas Convention and Visitors Authority

SEIU Local 1107

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TA LVCVA

TA Union

By: 

By: 

Date: 8/2/21

Date: 8/3/2021

# 2021 BOARD OF DIRECTORS REGULAR MEETING SCHEDULE



## JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

## FEBRUARY

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28						

## MARCH

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28	29	30	31			

## APRIL

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## MAY

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## JUNE

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27	28	29	30			

## JULY

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## AUGUST

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29	30	31				

## SEPTEMBER

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## OCTOBER

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24	25	26	27	28	29	30
31						

## NOVEMBER

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## DECEMBER

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

- Regular meetings of the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors (Board) are scheduled for the second Tuesday of each month at 9 a.m., or at the call of the chair.
- All Board meetings of the LVCVA are open to the general public.
- Per NRS 354.596(4): The public hearing on the tentative budget must be held by the governing body not sooner than the third Monday in May and not later than the last day in May.
- Agendas and approved minutes of the Board meetings are posted on the LVCVA website at: [www.lvcva.com/agenda](http://www.lvcva.com/agenda).
- Most meetings are held at the Las Vegas Convention Center in the Board Room at 3150 Paradise Road, Las Vegas, Nevada 89109. Locations of meetings are subject to change.

## Regular Meetings

JANUARY	12	MAY	11	SEPTEMBER	14
FEBRUARY	09	JUNE	08	OCTOBER	12
MARCH	09	JULY	13	NOVEMBER	09
APRIL	06	AUGUST	10	DECEMBER	14

## Committee Meetings/Other

AUDIT COMMITTEE MEETING – FEBRUARY 4  
 MARKETING COMMITTEE MEETING – MARCH 1  
 COMPENSATION COMMITTEE MEETING – APRIL 8  
 MARKETING COMMITTEE MEETING – MAY 17  
 PUBLIC HEARING ON THE BUDGET – MAY 26  
 POLICY COMMITTEE MEETING – JUNE 29  
 COMPENSATION COMMITTEE MEETING – JULY 8



## Committees of the LVCVA Board of Directors

### AUDIT COMMITTEE

Mayor Kiernan McManus, Chair  
Commissioner Michael Naft, Vice Chair  
Councilwoman Pamela Goynes-Brown  
Ms. Mary Beth Sewald  
Mr. Steve Thompson  
Councilman Brian Wursten

### COMPENSATION COMMITTEE

Ms. Marilyn Spiegel, Chair  
Ms. Mary Beth Sewald, Vice Chair  
Mr. Scott DeAngelo  
Councilwoman Michele Fiore  
Commissioner Michael Naft

### POLICY COMMITTEE

Ms. Jan Jones Blackhurst, *Chair*  
Councilwoman Pamela Goynes-Brown, Vice Chair  
Mayor Carolyn Goodman  
Mayor Kiernan McManus  
Mr. Anton Nikodemus

### LVCVA REPRESENTATIVES ON THE LAS VEGAS EVENTS BOARD OF DIRECTORS

Commissioner Jim Gibson  
Mayor Carolyn Goodman

### LVCCD COMMITTEE

Commissioner Jim Gibson, Chair  
Mr. Anton Nikodemus, Vice Chair  
Mayor Carolyn Goodman  
Ms. Jan Jones Blackhurst  
Councilman John Marz  
Commissioner Michael Naft  
Mr. Steve Thompson

### MARKETING COMMITTEE

Councilman John Marz, Chair  
Mr. Anton Nikodemus, Vice Chair  
Mr. Scott DeAngelo  
Councilwoman Pamela Goynes-Brown  
Ms. Jan Jones Blackhurst  
Ms. Mary Beth Sewald  
Ms. Marilyn Spiegel